DC 37, L. 1549, 6 OCB2d 4 (BCB 2013)

(Arb.) (Docket No. BCB-3052-12) (A-14267-12)

Summary of Decision: The City challenged the arbitrability of a grievance alleging that HRA violated the collective bargaining agreement by failing to include employees working in titles covered by the agreement in the bargaining unit, assigning bargaining unit work to non-bargaining unit employees, and filling bargaining unit positions with non-bargaining unit workers without posting vacancy notices. The City argued that the matter is not arbitrable because none of the contractual provisions cited by the Union form a nexus with the subjects of the grievance. The Board found that there is a reasonable relationship only between the Union's claims that HRA assigned bargaining unit work to non-bargaining unit employees and filled bargaining unit positions with non-bargaining unit workers without posting vacancy notices, and the cited contractual provisions. Accordingly, the City's petition challenging arbitrability was granted, in part, and denied, in part. ***(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 HUMAN RESOURCES ADMINISTRATION,

Petitioners,

-and-

DISTRICT COUNCIL 37, LOCAL 1549, AFSCME, AFL-CIO,
On Behalf of Alvin Williams, et al.,

Respondent.

DECISION AND ORDER

On October 10, 2012, the City of New York ("City") and the New York City Human Resources Administration ("HRA") filed a petition challenging the arbitrability of a grievance filed by District Council 37, Local 1549, AFSCME, AFL-CIO ("Union"). In its request for

arbitration, the Union claims that HRA violated the terms of the 2008-2010 collective bargaining agreement ("Agreement") by failing to include employees working in titles covered by the Agreement in the bargaining unit, assigning bargaining unit work to non-bargaining unit workers, and filling bargaining unit positions with non-bargaining unit workers without posting vacancy notices. The City argues that the matter is not arbitrable because none of the contractual provisions cited by the Union form a nexus with the subjects of the grievance. The Board finds that there is a reasonable relationship between the Union's claims that HRA assigned bargaining unit work to non-bargaining unit employees, and filled bargaining unit positions with non-bargaining unit workers without posting vacancy notices, and the cited contractual provisions, but that there is no nexus between the Union's claim that HRA failed to include employees working in titles covered by the Agreement in the unit and any of the cited contractual provisions. Accordingly, the City's petition challenging arbitrability is granted, in part, and denied, in part.

BACKGROUND

HRA is a City agency that provides social services and economic assistance, including temporary cash assistance and public health insurance, to qualifying individuals and families. HRA oversees a number of programs, including the Family Independence Administration ("FIA"). The Union represents employees working at HRA in the Clerical Associate titles, approximately 50 of whom are assigned to the FIA facility located at 98 Flatbush Avenue in Brooklyn. The Union and the City are parties to the Agreement, which remains in full force and effect pursuant to § 12-311(d), the *status quo* provision of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL").

Article 1, § 1 of the Agreement, entitled "Unit Recognition and Unit Designation,"

provides:

> The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s).[1]

(Pet., Ex. C) Article VI of the Agreement addresses the parties' grievance procedure. Section 1 of Article VI sets forth the grievance procedure and provides that a grievance shall mean:

> a. A dispute concerning the application or interpretation of the terms of this Agreement;
>
> b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting the terms and conditions of employment;
>
> c. A claimed assignment of employees to duties substantially different from those stated in their job specifications . . . .[2]

(*Id.*) Article VI, § 15 of the Agreement is commonly referred to as the "reverse out-of-title provision." (Pet. ¶ 20) It provides:

> Notwithstanding any other provision of this Agreement, the parties agree that Section 1(c) of this Article VI shall be available to any employee who claims to be aggrieved by an alleged assignment of any City employee, whether within or without the collective bargaining unit, whether within or without the collective bargaining unit defined in Article I, Section 1 of this Agreement, to clerical

[1] The Agreement thereafter lists all titles in the bargaining unit, including Clerical Associate, and their corresponding title code numbers.

[2] Section 1(d)-(i) sets forth definitions of a grievance which are not relevant to the instant dispute.

> duties which are stated in the aggrieved employee's job specifications ***but are substantially different from the duties stated in the job specifications for the title held by such other City employee***. Light duty assignments of permanent City employees, within or without the collective bargaining unit defined in Article I, Section 1 of the Agreement, who have been certified by the appropriate procedures, shall be excluded from this provision. Grievances arising pursuant to this provision may be taken directly to **STEP IV** of Section 2 of this Article VI upon election by the Union.

(Pet., Ex. C) (emphasis in original) Finally, Article XIX of the Agreement addresses HRA's obligation to post vacancies. It provides:

> The Employer agrees that when vacancies in the titles covered by this Agreement in Mayoral agencies and the Health and Hospitals Corporation are authorized to be filled, and the agency with vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas by the agency involved at least four (4) days prior to filling, except when such vacancy is to be filled on an emergency basis.

(*Id.*)

In addition to Clerical Associates, approximately 25 to 30 non-bargaining unit workers ("temporary employees") are assigned to work at the FIA facility.[3] The City contends, and the Union denies, that these temporary workers are employed by a private agency and are provided to HRA under contract. They perform the same duties as bargaining unit employees in the Clerical Associate titles, including: processing food stamp claims, processing mail, performing duties using the Welfare Management System, filing, and answering telephones. Some of these temporary employees have been working at the FIA facility for up to 20 years.

Like Clerical Associates, the temporary employees work from 9:00 a.m. to 5:00 p.m. and use a hand-scan to "clock in." (Ans. ¶ 47) They generally report to the same supervisor as the

[3] In their pleadings, both parties refer to the non-bargaining unit workers at issue as "temporary employees."

Clerical Associates in a given unit. Unit supervisors assign work to Clerical Associates and temporary employees, and schedule breaks and lunch periods for both groups of employees as well. Temporary employees at FIA have no discretion with regard to work assignments, hours, or break and lunch times. Clerical Associates assigned to collect and distribute paychecks do so for both Union members and temporary employees.

Between December 2011 and January 2012, Petitioners hired additional temporary employees to fill what the Union alleges are bargaining unit positions. No notice was posted prior to the hiring.

On August 10, 2012, the Union filed a request for arbitration, which describes the grievance to be arbitrated as:

> Whether the employer, Human Resources Administration, violated the Collective Bargaining Agreement by: 1) Failing to include employees in titles listed in the Union recognition clause in the bargaining unit; 2) Assigning non-bargaining unit "temporary" employees to perform bargaining unit work; and 3) Failing to post vacancies in titles covered in Article I and filling them with "temporary" employees?

(Pet., Ex. A) As relief, the Union requests that an arbitrator order HRA to:

> [c]ease and desist the assignment of all bargaining unit duties from non-Local 1549 bargaining unit members; replace "temporary" employees doing bargaining unit work with bargaining unit members; inclusion of "temporary" employees in the bargaining unit; post all future vacancies, and any other remedy necessary and proper to make the grievants whole.

(*Id.*)

POSITIONS OF THE PARTIES

City's Position

The City contends that the Union is unable to establish a nexus between the alleged assignment of bargaining unit work to temporary employees and any of the cited contractual provisions. First, it contends that there is nothing in the Agreement's grievance procedure that provides that Union with the right to challenge an agency's classification of its workforce. Second, it argues that Article I, § 1, the Agreement's Union Recognition clause, contains no language that can be construed as either a job description or a grant of exclusive work jurisdiction to the Union for the titles it represents. It similarly contends that the Board has "consistently held" that union recognition clauses cannot be construed as grants of exclusive work jurisdiction. (Pet. ¶ 24) Accordingly, the Union's contention that temporary workers perform unit work does not state an arguable violation of the Union Recognition clause and fails to provide the requisite nexus.

The City argues that the request for arbitration must also be dismissed because the Union cannot establish a nexus between its claim that temporary workers are performing "clerical duties which are stated in the aggrieved employee's job specification," and Article VI, § 15 of the Agreement. (Pet. ¶ 38) The City asserts that the language of Article VI, § 15 specifically provides that such a claim applies only to the "alleged assignment of any City employee" to clerical duties stated in the aggrieved employee's job specification. (Pet. ¶ 39) Here, the temporary workers at issue are not "City employees" within the meaning of Article VI, § 15 of the Agreement. Rather, the City maintains that they are employed by a private agency and cannot form the basis for a reverse out-of-title claim as they have no job specifications of their own. Accordingly, the City argues, they cannot be said to be performing duties substantially different

from those in the aggrieved employee's job specification. (Pet. ¶ 40) Therefore, this portion of the grievance must also be dismissed.

Finally, the City contends that the Union's allegation that HRA violated Article XIX when it failed to post job vacancies and instead filled positions with temporary workers is "vague and conclusory" and "entirely devoid of detail" as to the particular vacancies to which the claim applies or a specific timeframe within which the violation occurred. (Pet. ¶ 42) The City asserts that Respondents failed to provide any additional factual clarification at the Step III conference. Notwithstanding, the City argues, Article XIX is not applicable to the temporary workers at issue because it relates to "vacancies in the title covered by this Agreement." (Pet. ¶ 43) Moreover, the Union has failed to establish that there have been any vacancies in the titles covered by the Agreement or that such vacancies have not been posted in accordance with Article XIX. Indeed, the City claims, there have been new Clerical Associates hired to work at the FIA facility within the year preceding the filing of the Union's grievance while the number of temporary workers assigned to that location has decreased during the same period. As the Union has failed to demonstrate the requisite nexus between Article XIX of the Agreement and the presence of temporary workers at FIA, the City asserts that this portion of the grievance must also be dismissed.

Union's Position

The Union argues that its grievance is arbitrable and that it has established a nexus between HRA's assignment of work to temporary employees and the cited contractual provisions. It contends that Article VI, § 15 of the Agreement "expressly limits" HRA's right to assign bargaining unit work to non-bargaining unit employees. (Ans. ¶ 66) HRA violated the Agreement when it assigned bargaining work to temporary employees at FIA. Moreover, where a

collective bargaining agreement includes a clause which purports to limit the assignment of bargaining unit work to non-bargaining unit employees, such as Article VI, § 15 of the Agreement, a nexus can be found between the contract and the "exclusive right to work" performed by bargaining unit members. (Ans. ¶ 61)

The Union disputes the City's argument that Article VI, § 15 of the Agreement is not applicable to HRA's temporary employees because they are not "City employees" within the meaning of the provision. It asserts that, in a case concerning the same reverse out-of-title provision at issue here, the Board held that the question of whether temporary workers are "City employees" is a contractual issue for the arbitrator. It contends that the Board has also found that the label "temporary worker" or "independent contractor" is not determinative of whether an individual is an employee of the City. (Ans. ¶ 77) According to the Union, the Board has adopted a "right of control" test to determine whether a worker is an independent contractor. Based on this test, the Union contends, it is clear that Petitioners have treated the temporary employees at FIA as employees of the City. (Ans. ¶ 78)

The Union further contends that the Agreement's Union Recognition clause, read in conjunction with its reverse out-of-title provision, establish a clear nexus with the Union's grievance. The Union distinguishes the Board cases that Petitioners cite for the proposition that the Union Recognition clause does not grant exclusive work jurisdiction to the Union, and therefore cannot serve as a source of right to invoke arbitration. Specifically, it notes that the Board held that, where a collective bargaining agreement contains a reverse out-of-title clause or another clause modifying the Union Recognition clause, a nexus "can be found" between the agreement and the exclusive right to work performed by bargaining unit members.

The Union argues that Article XIX of the Agreement directly relates to its claim that HRA

hired temporary workers without posting notices. There is nothing vague or conclusory about this claim. Moreover, it dismisses as "shortsighted" Petitioners' argument that Article XIX is not applicable to temporary workers because strictly addresses "vacancies in the title covered by the Agreement." (Ans. ¶ 88) The presence of Article XIX in the Agreement evinces a "clear intent by the parties" to arbitrate disputes concerning this provision. (*Id.*) The Union believes that the parties are contractually obligated to arbitrate this dispute and such obligation is broad enough in scope to encompass this particular controversy.

DISCUSSION

It is well-established that "[t]he policy of the NYCCBL is to encourage the use of arbitration to resolve grievances." *CEU, L. 2237*, 4 OCB2d 52, at 8 (BCB 2011) (quoting *SSEU, L. 371*, 4 OCB2d 38, at 7 (BCB 2011) (citing cases)).[4] Accordingly, we have long held that "the presumption is that disputes are arbitrable, and that doubtful issues of arbitrability are resolved in favor of arbitration." *Id.* (citations and internal quotation marks omitted); *CWA, L. 1180*, 1 OCB 8, at 6 (BCB 1968). However, "[w]e cannot create a duty to arbitrate where none exist, nor can we enlarge a duty to arbitrate beyond the scope established by the parties." *Id.* (citations omitted)

This Board has established the following two-pronged test to determine whether a matter is

[4] Section 12-302 of the NYCCBL provides:

> It is hereby declared to be the policy of the city to favor and encourage the right of municipal employees to organize and be represented, written collective bargaining agreements on matters within the scope of collective bargaining, the use of impartial and independent tribunals to assist in resolving impasses in contract negotiations, and final, impartial arbitration of grievances between municipal agencies and certified employee organizations.

arbitrable:

> (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.

NYSNA, 2 OCB2d 6, at 8 (BCB 2009) (citations and internal quotation marks omitted).

The parties have obligated themselves to arbitrate their controversies through a grievance procedure, and there is no claim that the arbitration at issue would violate public policy or that it is restricted by statute or constitutional restrictions. We therefore turn to the remaining issue, which is whether the Union has demonstrated a reasonable relationship between the referenced provisions of the Agreement and the allegations that HRA failed to include employees performing work in the Clerical Associate title in the bargaining unit; assigned temporary employees to perform bargaining unit work; and failed to post vacancies for bargaining unit titles, filling them instead with temporary employees.

Where the City has challenged the nexus in an arbitrability proceeding, the Union bears the burden of showing that a *prima facie* relationship exists between the act complained of and the source of the alleged right. *See DC 37, L. 1157*, 4 OCB2d 18, at 8 (BCB 2011). Here, the Union cites to Article I, § 1 and Article VI, § 15 of the Agreement as the contractual provisions implicated in its "reverse out-of-title" claim, *i.e.*, that HRA improperly assigned work designated for Clerical Associates to temporary employees at FIA. Petitioners concede that the Union has asserted a "reverse out-of-title" claim in its grievance, but contend that it cannot establish a nexus with either provision of the Agreement.

Article I, § 1, referred to as the Union Recognition clause, provides that the "Employer"

recognizes the Union as the exclusive collective bargaining representative and sets out the service titles to be covered by the Agreement, one of which is Clerical Associate. (Pet., Ex. C) The City correctly points out that the Board has consistently held that union recognition clauses are not job descriptions, nor can they "be construed as grants of exclusive work jurisdiction." *NYSNA*, 71 OCB 23, at 15 (BCB 2003); *UPOA*, 49 OCB 10, 11 (BCB 1992). Such is the case here. We find no colorable relationship between the Union's allegation that temporary employees are performing work typically assigned to Clerical Associates, and the fact that the Union is the designated exclusive bargaining representative for employees in the Clerical Associate titles at HRA.

Furthermore, we find no nexus between Article I, § 1 and the Union's allegation that HRA failed to place temporary employees in the bargaining unit. The Union has not claimed that the temporary employees at FIA are Clerical Associates who have not been placed in the unit. While it contends that these employees should be placed in the bargaining unit because they allegedly perform the same work as unit members, these workers are not currently employed in any of the titles it represents. Accordingly, we hold that the Union's grievance does not state an arguable violation of Article I, § 1 of the Agreement.

It is unclear from the Union's pleading whether it intended to also to allege a nexus between the allegation that HRA failed to place temporary employees in the bargaining unit and Article VI, § 15 of the Agreement. Notwithstanding, we shall construe the Union's answer to have alleged such a nexus but reject such a claim because we find that this contractual provision bears no relationship to question of whether a group of employees are appropriate for placement in a particular bargaining unit.

However, we find that the Union has demonstrated a nexus between Article VI, § 15 of the Agreement and its "reverse out-of-title" claim. Article VI addresses the parties' grievance

procedure. Section 15 of Article VI specifically provides that Section 1(c) of the grievance procedure, which defines a grievance to include an out-of-title claim, shall also be available to "any employee who claims to be aggrieved by an alleged assignment of any City employee, whether within or without the collective bargaining unit defined in Article I, Section 1 of this Agreement, to clerical duties which are stated in the aggrieved employee's job specifications . . ." (Pet., Ex. C) In other words, a grievant alleging a "reverse out-of-title" claim may bring such claim pursuant to the provision of the grievance procedure that defines a grievance to include an out-of-title claim. *Cf. Local 3, IBEW*, 41 OCB 11 (BCB 1988) (holding that union could not bring a "reverse out-of-title" claim where such a grievance is precluded from the scope of matters the parties are obligated to submit to arbitration).

We have previously held that where a collective bargaining agreement defines a grievance to include a "claimed assignment of *employees* to duties substantially different from those stated in their job specifications," as is the case in the instant matter, we have permitted "reverse out-of-title" claims to be brought. *UPOA*, 49 OCB 10, at 9. (emphasis in original) In contrast, where the contract defines a "grievance" to include a "claimed assignment of *a grievant* to duties substantially different from those stated in his or her job specification," we have precluded the union from arbitrating the claim. *Id.* (emphasis in original) Our reasoning is that "while the former language is broad enough to encompass a claim that employees in a different title have been improperly assigned work within the grievant's duties and functions, the latter language is more narrow, requiring the person bringing the grievance to show that he or she has been assigned to out-of-title work." [5] *Id.* at 10. Here, because § 1(c) defines a grievance to include a "claimed

[5] In *UPOA*, the Board notes that in agreements that define the term "employees" to include only bargaining unit members, a union generally cannot bring a "reverse out-of-title" claim. 49 OCB

assignment of employees," instead of a "claimed assignment of a grievant," to "duties substantially different from those stated in their job specifications," the language is broad enough to encompass a claim against the temporary employees at FIA.

The City contends that the Union cannot establish a nexus between its "reverse out-of-title" claim and Article VI, § 15 because that provision of the Agreement is explicitly limited to the assignment of a "City employee" to clerical duties stated in the grievant's job specifications. (Pet., Ex. C) The City argues that the temporary workers at FIA are not "City employees" within the meaning of this provision because they are employed by a private agency. (*Id.*) In a case involving the same "reverse out-of-title" provision as in the instant Agreement, the Board held that the meaning of the contractual phrase "City employee" is a question for an arbitrator. *See DC 37, L. 1549*, 63 OCB 18 (BCB 1999). In *DC 37, L. 1549*, as in the instant matter, the Union filed grievances alleging that temporary workers were performing the work of its members, in violation of the "reverse out-of-title" clause, among other contractual provisions. The City argued that the phrase must be interpreted according to the NYCCBL's definitions of "municipal employees" and "public employees." *Id.* at 8. The Board opined that the City's argument related to its substantive claim before the arbitrator on the underlying matter, but did not address the question of whether the Union asserted a nexus to the contractual provision claimed to have been violated, to which the Board ruled in the affirmative. *Id.* at 9.

10, at 11. An exception is where the agreement contains a provision such as Article VI, § 15 of the Agreement, which specifically provides for arbitration of "reverse out-of-title" claims. *Id.* at 11-12. Thus, although the instant Agreement defines "employees" to include "only those persons in the unit described in Section 1 of [Article I]," the inclusion of Article VI, § 15 clarifies the parties' intent to arbitrate "reverse out-of-title" claims, regardless of whether the employees at issue are in the bargaining unit. (Pet., Ex. C)

The City further contends that no nexus with Article VI, § 15 exists because the temporary employees do not have any "job specifications" of their own. (*Id.*) As such, they cannot be said to be performing duties that are "***substantially different from the duties stated in the job specifications****"* for their title because such specifications do not exist. (*Id.*) (emphasis in original) In its answer, however, the Union denied the City's allegation that these employees have no job specifications. Therefore, whether the temporary employees have job specifications is a factual issue to be determined by an arbitrator.

To be clear, we make no finding here as to the meaning of "City employee" or whether the Agreement's "reverse out-of-title" provision contemplates an application to the temporary employees at FIA. These issues are for an arbitrator to determine. Rather, we simply find that the Union has articulated a nexus between the "reverse out-of-title" provision of the Agreement and its claim that HRA assigned bargaining unit work to temporary employees at FIA.

The remaining issue before us is whether the Union has demonstrated a reasonable relationship between its claim that HRA filled vacancies for bargaining unit positions with temporary employees without posting notices for the positions, and Article XIX of the Agreement. The City contends that the Union's claim is vague and conclusory, and devoid of detail as to the specific vacancies at issue and the timeframe during which the violation occurred. It further asserts that the Union has failed to establish a "condition precedent" to a claim under Article XIX, namely that the employer in fact authorized vacancies in the Clerical Associate title and that such vacancies were not posted. (Pet. ¶ 44-45) Yet, Petitioners did not deny the Union's assertions that, between December 2011 and January 2012, HRA hired additional temporary employees at FIA to fill positions performing bargaining unit work and that no notices were posted prior to the hiring. We find that the Union's grievance is clear and sufficiently detailed to assert a nexus with

Article XIX. It is for an arbitrator to determine if the positions filled between December 2011 and January 2012 were vacancies that required posting under Article XIX of the Agreement.

We further find no merit to the City's argument that Article XIX is inapposite because it only applies to "vacancies in the title covered by this Agreement," a description which excludes the temporary employees at HRA. (Pet. ¶ 43) This argument goes to the heart of the dispute, that is, whether HRA properly assigned temporary employees to perform duties of Clerical Associates and/or failed to post vacancy notices for these positions. These are factual questions which are appropriately to be determined by an arbitrator.

For the reasons discussed, we grant Petitioners' petition, in part, and deny their petition, in part. Specifically, we grant the petition to the extent we find that the Union failed to demonstrate a nexus between its allegation that HRA failed to include employees in titles listed in the Union recognition clause in the bargaining unit and any of the cited provisions of the Agreement.[6] We deny the petition to the extent we find that the Union has shown a reasonable relationship between the cited provisions of the Agreement and its claims that HRA assigned temporary employees to perform bargaining unit work, and failed to post vacancies in titles covered in Article I, filling them with temporary employees, and direct that the grievance proceed to arbitration on these issues.

[6] To the extent that the Union, should it prevail on the merits, seeks as a remedy the inclusion of temporary employees in the bargaining unit, we leave the question of appropriate relief for 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 Human Resources Administration, docketed as BCB-3052-12, is hereby granted as to the allegation that there is no nexus between the Agreement and the claimed failure to include employees working in titles covered by the Agreement in the bargaining unit,; and it is further

ORDERED, that the petition challenging arbitrability is hereby denied as to the allegations that there is no nexus between the Agreement and the claimed assignment of non-bargaining unit employees to perform bargaining unit work and the claimed filling of bargaining unit positions with non-bargaining unit workers without posting vacancy notices; and it is further

ORDERED, that the request for arbitration filed by District Council 37, AFSCME, AFL-CIO, LOCAL 1549, on behalf of Alvin Williams, *et al.*, is hereby granted to determine whether the City of New York and the New York City Human Resources Administration violated the Agreement by allegedly assigning non-bargaining unit employees to perform bargaining unit work and filling bargaining unit positions with non-bargaining unit workers without posting vacancy notices.

Dated: New York, New York
March 6, 2013

MARLENE A. GOLD
CHAIR

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