CIR v. HHC, 37 OCB 38 (BCB 1986) [Decision No. B-38-86 (IP)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING
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In the Matter of the Improper
Practice Proceeding

-between- DECISION NO. B-38-86

COMMITTEE OF INTERNS AND RESIDENTS, DOCKET NO. BCB-858-86

Petitioner,

-and-

NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION,

Respondent.
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INTERIM DECISION AND ORDER

This proceeding was commenced on March 11, 1986, with the filing of a verified improper practice petition by the Committee of Interns and Residents (herein "petitioner" or "CIR") against the New York City Health and Hospitals Corporation (herein "HHC" or "the City").

The petition alleges that HHC -has violated Section 1173-4.2(4) of the New York City Collective Bargaining Law ("NYCCBL") by unilaterally instituting a requirement that Chief Residents employed by HHC facilities possess a New York State medical license and by refusing to bargain with the CIR over either the imposition of the

requirement or its impact on the members of the bargaining unit represented by the CIR.[1]

On March 26, 1986, the City filed a verified motion to dismiss the petition on the ground that it fails to state a cause of action upon which relief may be granted under the NYCCBL, together with an affirmation in support of its motion. On April 21, 1986, in response to the City's motion to dismiss, the petitioner submitted the affidavits of the CIR's counsel, Geller, and its senior contract administrator, Ronches. On June 3, 1986 the City submitted a reply affidavit. On the same date, the City also moved to amend its motion to dismiss to include an additional ground for dismissal. On June 18, 1986, petitioner's attorney filed an affidavit in response to the City's June 3 submissions.

Background

The City and CIR are parties to a collective bargaining agreement effective October 1, 1982 through September 30, 1984 covering a unit collectively referred to as

[1] Section 1173-4.2(4) states that it is an improper practice for a public employer or its agents:

> to refuse to bargain collectively in good faith on matters within the scope of collective bargaining with certified or designated representatives of its public employees.

house staff officers. The unit includes employees in the titles of intern, dental intern, resident, dental resident, and junior psychiatrist. Although there is no separate Chief Resident title, Article IV, Section 7 provides for the payment of a wage differential under certain circumstances, to Chief Residents.

On or about August 2, 1985, HHC informed CIR that it proposed to issue a resolution requiring that Chief Residents employed by HHC possess a New York State medical license.

On September 4 and September 18, 1985, CIR counsel Geller wrote to Acting HHC Vice President Leicht and the Board of Directors, respectively, stating that it was the petitioner's position that both the imposition of the requirement and its impact were properly subject to negotiation. Also in September, CIR President McIntosh wrote to the Committee on Professional and Medical Affairs of the HHC Board of Directors objecting to the proposed requirement and waiver procedures.

In September 1985, negotiations began for a successor contract to the agreement effective for the period October 1, 1982 through September 31, 1984.

On October 18, 1985, at a labor-management meeting (not a contract negotiation meeting) the parties discussed

procedures for waiver of the licensing requirement. According to the City's motion to dismiss:

> The CIR claimed the issue was bargainable and was informed by HHC that it knew the procedures to follow and the forum in which to address the issue of bargainability.

Bargaining for a successor agreement continued. Neither party sought to introduce the issue of the proposed licensing requirement at contract negotiations.

On January 16, 1986, the Board of Directors of HHC passed a resolution:

> Directing that the Medical Staffs of the New York City Health and Hospitals Corporation adopt a policy which permits only [New York State] licensed physicians to serve as Chief Residents, unless granted a waiver, and further directing that the Vice President for Medical and Professional Affairs to [sic] promulgate a corporate procedure for processing waiver requests.

On an unspecified date, a procedure for requesting waiver of the licensing requirement was adopted. Paragraph 6 of this procedure provides, inter alia that the licensing requirement does not apply to current Chief Residents (i.e., those holding that position as of January 6, 1986).

On February 10, 1986, the parties reached a tentative agreement on the new contract, and on February 26, 1986

the CIR informed the City that the agreement had been ratified by its membership.

On March 11, 1986, the instant improper practice petition was filed.

On or about May 4, 1986, CIR requested arbitration of a grievance filed February 28, 1986 alleging that the licensing requirement discriminates against foreign medical school graduates in violation of Article XVI of the agreement between the parties. Article XVI provides that the HHC will not discriminate against any unit member on the basis of place of medical education.

Positions of the Parties

The City's Position

The City asserts four grounds for dismissal of the instant petition. First, the City takes the position that the licensing requirement is a qualification for the position of Chief Resident, and that the City has the statutory right under both Section 1173-4.3b of the NYCCBL and Section 7385 of the New York City Unconsolidated Laws to determine the requirements for the

position of Chief Resident.[2] Thus, according to the City, the imposition of the licensing requirement is not a mandatory subject of bargaining, the City has no obligation to negotiate about such a decision, and the petition does not state a cause of action under the NYCCBL.

Secondly, the City alleges that in order to demonstrate sufficient practical impact to give rise to a bargaining obligation under NYCCBL Section 1173-4.3b, the petitioner must establish that the new policy has resulted in an unreasonably excessive or burdensome workload as a regular condition of employment. The

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[2] NYCCBL Section 1173-4-b provides that it is the right of the City to, inter alia, "determine the content of job classifications." Further:

> Decisions of the city ... 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 employees, such as questions of workload or manning, are within the scope of collective bargaining.

Section 7385 of the Unconsolidated Laws provides that HHC has the power to,.inter alia:

> promulgate rules and regulations relating to the creation of classes of positions, position classifications, title structure, class specifications, ... prescribe [employees'] duties, fix their qualifications....

City asserts that the allegations of practical impact are mere speculation; that the petitioner has alleged no facts which would indicate that the Chief Resident's duties or workload have increased since promulgation of the resolution; and that the petitioner has failed to establish a prima facie case of practical impact. Moreover, argues the City, even if the Board were to make a finding of practical impact, there is no duty to bargain until the employer has had the opportunity unilaterally to alleviate the impact.

Thirdly, the City contends that since the CIR was informed of the proposed resolution in August 1985, it waived any right it may have had to demand bargaining over the imposition of the licensing requirement by its failure to raise the issue at the bargaining table during negotiations for the 1984-87 contract which took place between September 1985 and February 1986.

Finally, in its motion to amend the motion to dismiss, the City asserts that the improper practice petition and the request for arbitration are based on the same facts and cover the identical issue: the alleged adverse effect of the licensing requirement on foreign medical graduates. The City concludes that, by filing

for arbitration of the identical claim, the CIR has violated the waiver requirement of the NYCCBL.

The Union's Position

Initially, the Union takes the position that the motion to dismiss is premature because there is a need to develop certain facts, particularly to clarify whether the licensing requirement applies to all Chief Residents or only to those who receive the contractual salary differential.

The Union also takes the position that appointment to the Chief Resident position is a promotion within the unit. It asserts that a New York State medical license is not a qualification for the position of Chief Resident, but that if the license is used as a standard for promotion within the unit, it is a mandatory subject.

With respect to its allegations of practical impact, the union asserts both that a hearing is necessary to determine projected impact and that a per se impact situation exists. The CIR also argues that practical impact is not, as the City asserts limited under Board precedent to effect on workload. Petitioner claims that the licensing requirement will result in practical impact on unit employees because they will have to expend time and money to obtain the license, because implementation

of the requirement will increase the workload and responsibilities of Chief Residents, and because the requirement will affect foreign medical graduates disproportionately.

With respect to the City's allegation that CIR has waived its right to demand bargaining over this issue, the petitioner contends that there was no waiver in view of the fact that it demanded negotiations in two letters to HHC and never abandoned or retracted that position, while the HHC made it clear that it was unwilling to bargain over the issue.

Finally, the petitioner takes the position that the waiver requirement of the NYCCBL has not been violated because the arbitration seeks to enforce a provision of the collective bargaining agreement relating only to foreign medical graduates, while the improper practice petition seeks to enforce the statutory duty to bargain.

Discussion

On a motion to dismiss, the facts alleged by the petitioner must be deemed to be true. Thus, for the purpose of making our determination herein, we assume that the City has instituted the licensing requirement without negotiating with the CIR concerning the decision

or its impact. The question to be decided by the Board is whether either allegation states a cause of action under the NYCCBL. In making this determination, as there is no limiting language in the HHC resolution, we also assume that the licensing requirement applies to all future Chief Residents,[3] not only to those who receive the contractual wage differential.

The threshold issue presented here is whether a licensing requirement such as that established by HHC is a mandatory subject of bargaining. Although neither we nor PERB have had the occasion to consider the requirement now before us - that of medical licensing - we find that the issues presented herein are analagous to those considered in a number of cases involving challenges to geographical residency requirements.

The CIR takes the position that the licensing is being imposed as a standard for promotion within the unit, from the position of resident to Chief Resident, and that bargaining over standards for promotion within the unit is mandatory. The City takes the position that the assignment of residents to Chief Resident duties is not a promotion, since there is no separate job description for the Chief Resident position. Even if it were

[3] Paragraph 6 of the waiver procedure excludes current Chief Residents.

a promotion, the City asserts, standards for promotions are not mandatory subjects of bargaining.

Article IV, Section 7 of the collective bargaining agreement provides a salary differential for Chief Residents for whom authorization or consent has been given by the chief of service. Moreover, according to the petitioner, there are some programs in which all residents must be appointed Chief Residents in order to become eligible for certification by the national specialty boards. Thus, the Chief Resident position is one of greater prestige, professional opportunity, and, for some, a higher rate of pay. Under these circumstances, we find that it is a promotion.

It is well settled PERB law that a term or condition of employment is a mandatory subject of bargaining, but that the setting of qualifications for initial employment[4] or for promotion[5] is not a mandatory subject.

[4] Rochester School District, 4 PERB 4509, aff'd 4 PERB 3058 (1971).

[5] Rensselaer City School District, 13 PERB 3051 (1980), aff'd-15 -PERB 7003, App. Div.,488 N.Y.S. 2d 883(1982); Fairview Professional Firefighters Assn, 13 PERB 3083 (1979) West Irondequoit Board of Education, 4 PERB 4511, aff'd 4 PERB 3070 (1971).

Although NYCCBL Section 1173-4.3b clearly reserves to the City the right "to determine the standards of selection for employment," this board has not been called upon to decide whether this right extends to the setting of standards, or qualifications for promotion.[6]

The petitioner takes the position that licensing is not a qualification or measure of a resident's ability to perform the Chief Resident job, as residents have been functioning in that position without a New York State license and there has been no recent change in the law mandating such a requirement. In short, the

[6] The petitioner relies upon Decision No. B-2-73, in which we stated:

> "As to the matter of promotional guarantees, we find that while the union may bargain for standards as to promotion within the unit, bargaining for the appropriate level of that position based on the employee's length of service [is not mandatory.]"

The question of the bargainability of qualifications for promotion was not before the Board in this case. Nevertheless, it has been cited for the above principle in two subsequent decisions, Nos. B-4-74 and B-23-85. We have reviewed these cases in connection with the instant proceeding and have concluded that, as the issue of promotional standards within the unit was not before the Board in B-2-73, we will not give controlling weight to dictum therein.

petitioner argues that the licensing requirement does not relate to whether a resident will make a good Chief Resident.

Qualifications have been defined as:

> preconditions, not conditions of employment. They define a level of achievement or a special status deemed necessary for optimum on-the-job performance.[7]

Apparently, HHC has determined that a New York State license will contribute to optimum performance by Chief Residents.[8] The management rights set forth in NYCCBL Section 1173-4.3b are augmented by Section 7385 of the Unconsolidated Laws, which specifically provides that HHC may fix the qualifications of its employees. Thus, under the circumstances of the instant case, we find that application of the requirement with respect to appointments to Chief Resident made subsequent to adoption of the resolution is not a mandatory subject of bargaining.

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[7] West Irondequoit Board of Education, supra.

[8] Similarly, in the geographical residency requirement cases discussed herein, political jurisdictions have determined that it will contribute to the effectiveness of municipal operations if teachers, police officers and/or firefighters live in the community in which they are employed.

However, what is a qualification in some situations may become a condition of employment in other circumstances Even where the employer is not required to negotiate qualifications for initial employment or for promotions, PERB has ruled that the employer does violate the duty to bargain in good faith when it unilaterally imposes a geographical residency requirement upon employees who were not hired subject to such a requirement.[9] The rationale is that, with respect to such employees, the residency requirement becomes a condition of continuing employment rather than a precondition or qualification for employment.[10]

Using this rationale, the application of the licensing requirement to those who held the position of Chief Resident at the time of the promulgation of the requirement, and who were not subject to the requirement when they were appointed to the position of Chief Resident, would be similar to unilaterally requiring employees who were not residents of New York City at the time they

[9] City of Auburn CSEA, 9 PERB 3026 (1979); Board of Education of the City of New York, 13 PERB 3006 (1980). See also 16 PERB 5001 (1983), an Opinion of Counsel which reviews the history of residency requirements and their application to current employees under PERB law.

[10] Similarly, it has also been found that an employer may not unilaterally impose a requirement of a county driver's license - in addition to the previously required New York State driver's license - for certain employees as a condition of continuing employment. County of Montgomery, 18 PERB 4589, affId 18 PERB 3077 (1985).

were hired to move to New York City at a later time in order to maintain their employment status. Thus, if it were HHC's intention to apply the licensing requirement to those who held the position of Chief Resident at the time of the promulgation of the requirement, that would be a mandatory subject of negotiation. However, as Paragraph 6 of the waiver procedure provides that the licensing requirement is not applicable to current Chief Residents, the obligation to bargain over the decision to institute the requirement does not arise under the circumstances of the instant case. Therefore, as the City does not seek to apply the requirement to current Chief Residents, and as it is not required to bargain concerning the application of the requirement to those who are not currently Chief Residents, we will grant the City's motion to dismiss the allegation that the City violated the NYCCBL by refusing to bargain over its decision to institute the licensing requirement.

Next we turn to the petitioner's allegation that the City has violated Section 1173-4.2a(4) by refusing to bargain over the impact of its, decision to require that Chief Residents be licensed. Section 1173-4.3b of the NYCCBL does require bargaining over the practical

impact of decisions which are not themselves mandatory subjects of bargaining.[11] The procedures governing the application of this section were set forth in Decision No. B-9-68 and have been reaffirmed many times since.[12] Generally, the duty to bargain over practical impact does not arise until the question whether the
alleged practical impact actually exists has been determined. Determination by this board that practical impact exists is a condition precedent to the determination whether there are any bargainable issues arising from the impact. This is a question of fact which may require a hearing.[13]

We have, however, held that we will not direct such a hearing on the basis of a bare allegation that impact has occurred or will occur. As a precondition of our consideration of a claim of practical impact, the petitioner must specify the details thereof; the allegation of mere conclusions is insufficient.[14]

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[11] See footnote 2/, supra at 6.

[12] Decision Nos. B-23-85; B-21-75; B-16-74; B-7-74; B-1-74.

[13] Decision Nos. B-36-86; B-18-85; B-2-76; B-16-74.

[14] Decision No. B-23-85.

After the Board has made a determination that there is a practical impact, the employer may act unilaterally to relieve the impact through the exercise of its statutory management rights, or it may seek to do so through the collective bargaining process.

> Only after the Board finds that the employer has not expeditiously relieved the impact is there a duty on the employer to bargain over the means to be used and the steps to be taken to relieve the impact.[15]

In the instant case there has been no Board finding of practical impact. Consequently, the first condition precedent to a finding of a duty to bargain has not been met. Accordingly, we will grant the City's motion to dismiss the allegation that the City violated the NYCCBL by refusing to bargain over the impact of the licensing requirement. in summary, we dismiss the improper practice petition herein in its entirety, because neither allegation states a cause of action under the NYCCBL.[16]

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[15] Decision No. B-41-80.

[16] Consequently, we find it unnecessary to rule on the City's motion to amend its motion to dismiss to allege that the petitioner has violated the waiver requirement of the NYCCBL by requesting arbitration of a grievance alleging a violation of a contractual provision against discrimination on the basis of place of medical education. However, we note that Section 1173-8.0(d) of the NYCCBL provides that waiver is a

This does not, however, end our inquiry in the instant case. Inasmuch as the petitioner has made allegations of practical impact in the interests of expediting a resolution of the matter we will treat the petition as a request for a determination of practical impact.

The petitioner claims that implementation of the licensing requirement will result in practical impact on unit employees because it will affect foreign medical graduates disproportionately, because residents will have to expend time and money to obtain the license, and because the workload and responsibilities of Chief Residents will be increased.

([16] continued)

condition precedent to the invocation of arbitration proceedings: it is not a defense to an improper practice charge.

We also find it unnecessary to address the City's argument that the petitioner waived its right to bargain over the licensing requirement, inasmuch as one cannot waive a right which has not yet arisen.

The City takes the position the impact allegations are mere speculation; that the Board has defined practical impact exclusively as "unduly burdensome or unreasonably excessive workload as a regular condition of employment;" and that the CIR has shown no such impact. The petitioner contends that the definition was not meant to be so confined, but that practical impact should be considered on a case-by-case basis. In view of this disagreement, we take this opportunity to review and clarify our rulings in this regard.

The question of what constitutes practical impact was originally addressed by this board in Decision No. B-9-68, where we found that

> the term "practical impact" on employees, as used herein, refers to unreasonably excessive or unduly burdensome workload, as a regular condition of employment. (Emphasis added)

In an accompanying footnote (fn. 1) the Board noted that the transcript and briefs contained references not only to excessive and onerous workload, also to "dangerous" and "hazardous" workloads. This footnote along with the phrase "as used herein" indicates that the definition of practical impact was tailored to the issues presented by the parties in that case.

Some years later, in 1975, the Board began to reconsider its policies and procedures regarding practical impact.[17] In Decision No. B-3-75, we held that any exercise by management of its prerogative to lay off employees is deemed to have impact per se, and that the City is obligated to bargain over the impact of the layoff decision immediately - even before the layoffs actually take place - without the interim procedures set forth in B-9-68. Shortly thereafter, in B-18-75, we distinguished between employees laid off and those remaining, ruling that a layoff will not be deemed to have per se impact upon remaining employees, and that if necessary, we will require an evidentiary hearing to determine whether there is practical impact.[18]

In Decision No. B-5-75, the Board expanded the concept of per se impact, finding that where

> the proposed change is challenged as a threat to safety, ... it must, if there is a dispute as to bargainability, be submitted to this board, which, on the basis of the relevant evidence, will determine whether or not the proposed plan in fact involves a threat to safety.

[17] See Decision No. B-18-75 at 20-21.

[18] See also Decision No. B-2-76. Moreover, if the parties have during contract bargaining fully negotiated some issues relating to the impact of layoffs, the union may not demand bargaining over these issues in midcontract, regardless whether the issues are actually covered in the contract. Decision No. B-21-75.

If the Board finds that adverse practical impact on safety is likely to occur, the Board will direct bargaining for alleviation of the threatened impact immediately 19/ before the proposed change is implemented.[19]

Thus, the per se impact situations are those in which we deem the potential consequences of the exercise of a management right to be so serious as to give rise to an obligation to bargain before actual impact has occurred.

The areas outlined above are those in which we have previously found that practical impact may occur. However, as we first stated in Decision B-3-75, it is our intention to determine disputes involving alleged practical impact on a case-by-case basis.[20] Consequently, we do not exclude the possibility that the exercise of management prerogatives may give rise to types of practical impact other than those presented to us in the past, and we will continue to scrutinize such allegations on a case-by-case basis.

With these principles in mind, then, we turn to the questions of practical impact raised in the instant case.

[19] Decision Nos. B-16-81; B-6-79.

[20] See also Decision Nos. B-2-76; B-5-75.

The petitioner contends that the licensing requirement will adversely affect foreign medical graduates(herein FMGs) because New York State requires that FMGs complete three years of medical residency in order to qualify for the license. As many Chief Resident positions occur in the third residency year, FMGs will be effectively excluded from these positions. These allegations are supported by the memorandum dated September 9,1985 written by Acting HHC Vice President Leicht concerning the proposed resolution:[21]

> We have explored this proposal and its implications carefully and have conducted a survey of all training programs to determine the potential impact.[22] Most ... reported that there would be no negative impact resulting from the resolution. There were several services ... however, which did indicate that this new requirement might make it more difficult for them to recruit Chief Residents. These services tend to be those that are staffed with a high percentage of FMG's. Since FMG's can only qualify for licensure in this state by completing a three (3) year training program, the net

[21] Affidavit of John Ronches in response to respondents' motion to dismiss, Exhibit C.

[22] The summary of survey results (Ronches affidavit, Exhibit B) indicates that of 142 residency programs responding, 25 reported that impact would occur.

> effect, in those residency programs that are three years, is that residents complete their training programs before becoming eligible for taking the New York State licensure examination.

Moreover, the petitioner asserts that there are training programs "in which all final-year residents must be denominated Chief Residents (or the equivalent, in some instances) in order to be eligible for certification by the national specialty board in the particular field." [23] The inference is that some who began their residences before institution of the licensing requirement, including, but not necessarily limited to FMGs in the three-year residency programs, may be closed off from the opportunity to qualify for national board certification.

We have previously recognized the "unique dual character" of the resident: part student and part employee.[24] While residents perform indispensable services for City institutions and are paid for their work, it is also true that they

> spend their time in a mixture of further training and medical service. The focus of their employment and bargaining relationship is on the training and experience

[23] Ronches affidavit, paragraph 3.

[24] Decision No. B-10-81; Board of Certification Decision No. 31-73.

> derived from the work they perform. The length of their employment and the type of experience acquired are fixed according to requirements established by a board of the American Medical Association. The training program is designed by the medical board to enhance the young doctor's credentials in their chosen specialities.... It is clear that while they are employed by the Health and Hospitals Corporation, interns and residents are not in a [City] career position.

Thus, one of the primary inducements to employment for potential HHC residents is the opportunity to participate in an educational and training experience which will contribute to the individual's professional advancement. In the past, all incoming HHC residents have had the expectation that participation in the residency program would allow them to compete for, if not necessarily to achieve, the position of Chief Resident, and would thereby qualify them for more advanced professional benefits, including certification by the national specialty boards. It appears that the new licensing requirement not only may result in exclusion of FMGs from the Chief Resident position in three-year residency programs, but also may prevent both foreign and domestic medical graduates from qualifying for board certification. Clearly, removal of these opportunities may affect the individual's

medical career beyond tenure at the HHC institution.

As we have previously observed, the purpose of the practical impact language of Section 1173-4.3b is "to provide means of cushioning, or reducing, to the extent possible, the adverse effects upon employee arising from exercise of management prerogatives."[25] If the licensing requirement, in effect, removes from any resident professional opportunities for which they were eligible to compete when they entered the residency program, we believe that this would constitute per se practical impact within the meaning of Section 1173-4.3b and prior decisions. Accordingly, after the City submits an answer, an evidentiary hearing will be held to determine whether, and the extent to which, the licensing requirement will result in the diminution of educational and/or professional opportunities for foreign and domestic medical graduates who are currently in the residency programs.

The petitioner also alleges that practical impact will occur because residents will have to spend time and money in preparing to obtain the required license, and because, it asserts, the licensing requirement can have no other purpose than to increase the workload

[25] Decision Nos. B-2-76; B-21-75; B-18-75.

and responsibilities of the Chief Resident.[26] No actual impact is alleged as of the March 1986 filing of the improper practice petition. With respect to the "time and money" allegation, insufficient facts are alleged to support a conclusion that such impact is likely to occur, or that it would be so serious as to give rise to an obligation to bargain per se, i.e., before actual impact has occurred. But, as chief residencies apparently begin on July 1, it is possible that actual impact has, by now, occurred, and evidence thereof, if any, would properly be considered at the hearing.

In view of the fact that the City has submitted a motion to dismiss rather than an answer to the facts alleged, however, we conclude that it should have the opportunity to file an answer to the request for a finding of impact.

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[26] This last allegation is based on the following statement in Acting HHC Vice-President Leicht's memorandum: of September 9, 1985:

> ...the Corporation is seeking to increase the level of oversight and supervision by licensed physicians over unlicensed physicians ... [L]icensure permits residents to better act as surrogates for the responsible attending physician.... (Ronches affidavit, Exhibit C.)

0 R D E R

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

ORDERED, that the motion to dismiss the improper practice petition filed by the Committee of Interns and Residents in Docket No. BCB-858-86 be, and the same hereby is, granted, and it is further

ORDERED, that the City submit to the Board within ten days an answer to the request of the Committee of Interns and Residents for a determination that the licensing requirement for Chief Residents will have a practical impact.

DATED: New York, N.Y.
August 27, 1986

ARVID ANDERSON
CHAIRMAN

DANIEL G. COLLINS
MEMBER

MILTON FRIEDMAN
MEMBER

CAROLYN GENTILE
MEMBER

WILBUR DANIELS
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