COBA, CEU, L.237 v. DOC, HHC, 41 OCB 31 (BCB 1988) [Decision No. B-31-88 (Scope)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING
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In the Matter of

THE CORRECTION OFFICERS BENEVO-
LENT ASSOCIATION, INC., DECISION NO. B-31-88

Petitioner,

DOCKET NO. BCB-1013-87

-and-

THE DEPARTMENT OF CORRECTION OF
THE CITY OF NEW YORK,

Respondent.

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In the Matter of

CITY EMPLOYEES UNION, LOCAL 237,
I.B.T.

Petitioner,

DOCKET NO. BCB-1026-88

-and-

NEW YORK CITY HEALTH AND HOS-
PITALS CORPORATION,

Respondent.
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INTERIM DECISION AND ORDER

On December 9, 1987, the Correction Officers Benevolent Association ("COBA" or "Petitioner") filed a scope of bargaining petition against the New York City Department of Correction ("Department" or "Respondent"), docketed as BCB-1013-87, allegin g that the Department instituted a new set of procedures relating to the involuntary mechanical restraint of outposted

inmate patients (Directive No. 4019) which changed the manner in which security is maintained over inmates who are hospitalized outside correctional facilities. COBA requests that the Board of Collective Bargaining ("Board") make a determination that the Department's promulgation of Directive No. 4019 constitutes a unilateral change in the status quo, endangers the safety and security of correction officers assigned to guard hospitalized inmates and falls within the scope of bargaining. The Department, appearing by the Office of Municipal Labor Relations, filed its answer to the petition on February 5, 1988, to which COBA replied on February 18, 1988.

On January 12, 1988, City Employees Union, Local 237 ("Local 237" or "Petitioner") filed a scope of bargaining petition against the New York City Health and Hospitals Corporation ("HHC" or "Respondent"), docketed as BCB-1026-88, alleging the new procedures set forth in Directive No. 4019, to creates the potential for an unrestrained inmate to leave his bed, obtain access to other portions of the hospital, and either escape or create a disturbance in the hospital, thus placing a burden upon members of Local 237 greater than that created by [its] collective bargaining agreement with [HHC]." Local 237 requests that the Board make a determination that Directive

No. 4019 constitutes a unilateral change in the status quo, endangers the safety of its members employed by HHC in the titles Special Officers, Senior Special Officers, Hospital Security Officers, Housekeepers, Senior Housekeepers and Maintenance Workers and falls within the scope of bargaining. HHC, appearing by the Office of Municipal Labor Relations, filed its answer to the petition on February 5, 1988. Local 237 did not file a reply.

BACKGROUND

It is not disputed that prior to the promulgation of Directive No. 4019, all inmates who were subject to the jurisdiction of the New York City correctional system and hospitalized outside correctional facilities were kept under mechanical security type restraints during their hospitalization, unless such restraints adversely affected the rendering of treatment to inmates by attending medical staff. Inmates who were on life support systems, on the critical list or in imminent danger or expectation of death were not restrained except in very unusual circumstances. The restraints consisted of a cuff placed on the ankle or wrist of the inmate which in turn was fastened to another cuff attached to the bed frame. Under such restraints, inmates were permitted a limited

amount of movement. For example, a hospitalized inmate was able to get out of bed to convalesce by sitting in a chair or to permit hospital personnel to change the bed sheets without causing a security problem.

According to Respondents, in 1981, a federal class action suit was filed on behalf of all prisoners which challenged the conditions of confinement for inmates who are outposted to civilian medical wards at municipal hospitals operated by HHC.[1] Plaintiffs in that action alleged that the Department's practice of shackling inmates to their beds was arbitrary and capricious and violated their rights to due process of law. In June 1987, representatives of the Department met with Plaintiffs' lawyers to discuss generally the need for restraints. Respondents assert that the Department's classification and security experts carefully considered whether removing the restraints "under special circumstances" would create a security problem in the hospitals. Based upon a thorough review of its staff's recommendations, the Department issued Directive No. 4019.

[1] Reynolds v. Ward, 81 CIV 107 (S.D.N.Y.).

Directive No. 4019, effective November 13, 1987 [2] provides that no outposted inmate patient shall be involuntarily restrained by the application of mechanical security type restraints at any time if the inmate patient's condition falls into any of the following categories:

1. Pregnant female,
2. On life support system,
3. Medical condition of critical/ terminal with imminent danger/ expectation of death,
4. Diagnosed by medical staff as non-ambulatory,
5. If the application of such restraints interferes with or adversely affects the rendering of treatment by attending medical staff.

If an inmate patient falls into any of the above-listed categories and requires security/supervision levels beyond that of a single escort officer, additional security staff shall be assigned to escort duties.

As to outposted inmate patients who do not fall into any of the above-listed categories, Directive No. 4019 provides that they shall not be routinely involuntarily restrained while

[2]Petitioners assert that Directive No. 4019 was not published
and, as a result, they did not know that a new set of procedures relating to the involuntary mechanical restraint of outposted inmate patients had been issued until COBA's President, Philip Seelig, received a copy of Directive No. 4019 on or about December 3, 1987.

confined to their hospital beds. Anytime it becomes necessary for inmates to leave the confines of their hospital bed, they shall be routinely restrained and supervised by the accompanying escort officer until they are returned to their hospital beds. At that time, the restraints shall be removed.

Directive No. 4019 states that:

> "As the admission and housing of such inmate patients to these type medical outposts causes the inmate patient to come into close proximity with the general public in less than conventional type standard security environments, the department also recognizes that the maintenance of custody of all such inmate patients and security of both agency and staff and the General Public is of paramount concern at all times in all such situations c)of close proximity."

Therefore, Directive No. 4019 further provides that the Department shall reserve to itself the right to effect the involuntary placement of security restraints on outposted inmate patients in those instances where information that can be "specifically articulated" for the purposes of documentation tends to indicate that the absence of security restraints would result in:

1. the unauthorized departure from custody of the inmate patient, or
2. physical injury to any inmate, Dement employee, attending medical

staff or any member of the general public, or

3. a lessening of the ability on the part of assigned uniform, staff to maintain an acceptable level of supervision/security as a result of inappropriate bebavorial actions on the part of the inmate patient, or

4. during the temporary, required absence of the escort officer from the immediate vicinity of the inmate patient for any reason.

In addition, Directive No. 4019 sets forth guidelines for deviation from the Department's policy regarding non-restraint of outposted inmate patients. It provides that upon becoming aware of an inmate patient's pending admission and assignment to a non-prison ward/infirmary outpost, the Tour Commander of the inmate patient's sending facility shall render a determination regarding any requirement for the involuntary emplacement of restraints upon the outposted inmate. In rendering such determination, the Tour Commander is to review the following criteria:

1. Inmate's medical/mental condition
2. Charges (violent, non-violent)
3. Bail status
4. Security status
5. Institutional record
6. Notoriety.

If the Tour Commander determines that an inmate patient should be restrained, he/she must document the decision and

specifically articulate the facts, circumstances and information that led to the decision. The decision is thereafter to be reviewed and evaluated, within 24 hours, by the Security Deputy Warden (or in the Security Deputy Warden's absence, the Facility Commanding Officer).

In cases where an inmate patient who has been outposted without a previous requirement for security restraints suddenly evidences behavior or becomes the subject of information which tends to indicate a present requirement for restraint, Directive No. 4019 states that the escort officer shall apply the required restraints and immediately contact:

1. The Tour Commander of the hospital prison ward of the municipal facility where the inmate is outposted and request the immediate review, evaluation and official authorization for continuation of such restraints, or

2. "In those cases wherein the inmate patient is outposted at a medical facility without [a Department prison ward presence], the Tour Commander of the inmate patient's sending facility and request for immediate review, evaluation and official authorization for continuation of such restraints (sic)."

The Tour Commander reviewing and evaluating requests for continued restraints shall specifically articulate and document all such requests in-a report (both approvals and denials) and

forward the documentation to the Security Deputy Warden (or in the Security Deputy Warden's absence, the Facility Commanding Officer) . The documentation is to be reviewed and evaluated within 24 hours of the notification and request by the escort officer.

Finally, Directive No. 4019 provides that the Commanding Officers of facilities and divisions shall ensure that their respective security staff maintain a daily record of all outposted inmate patients, which includes the following information:

1. Inmate's complete name
2. Inmate's book/case number
3. Exact location of outpost and nearest telephone number/extension contact
4. Name and shield number of all escorting officers on all tours
5. Medical status of outposted inmate
6. Indicate those inmates who are required to be involuntarily restrained to their hospital beds and the reasons for same

The Deputy Warden in Command of the Department's Hospital Division must conduct a daily review of all outposted inmate patients to ensure compliance with the intent and purpose of the policy set forth in Directive No.4019. He is to submit a report, by the fifth calendar day of each month, to the Chief of Operations identifying all inmates who have been outposted during the previous calendar month which specifically describes

all those who have been:

1. Prohibited from any type of restraint (and the reasons for such prohibition)

2. Routinely non-restrained while confined to their hospital bed

3. Required to be restrained while in their hospital bed (and the reasons for such restraint).

POSITIONS OF THE PARTIES

Petitioners' Position

Petitioners claim that Directive No. 4019 changes the manner in which security is maintained over inmates who are hospitalized outside correctional facilities. To support their position, Petitioners note that prior to the promulgation of Directive No. 4019, outposted inmate patients were routinely involuntarily restrained unless the restraints adversely affected treatment or convalescence. They assert that the restraints were not "shocking to the sensibilities" or unreasonable. On the contrary, "they were reasonable and appropriate with respect to their function, which was to maintain security, and they permitted correction officers, correctional employees and hospital medical staff to carry out their duties in safety." Petitioners submit, however, that pursuant to Directive No. 4019, outposted inmate patients are

the reasons why restraints are necessary and documenting the facts, circumstances and information that led to this decision - are too cumbersome, too time consuming and too difficult to effectively safeguard correction officers, hospital employees or the public. In any event, COBA argues, the need to articulate reasons why restraints should be imposed is "superfluous" in that outposted inmate patients are not at liberty, but rather, in the custody of the Department.

Petitioners also argue that Directive No. 4019 places their members' safety in jeopardy because it requires that some "overt act" be committed before a previously unrestrained inmate can be restrained. Petitioners point out that even under the Department's prior policy of routine involuntary restraint, which for the most part adequately ensured their members' safety, in September 1975, a New York City correction officer was killed in the line of duty by an unsecured inmate patient in Kings County Hospital. According to Petitioners, there have been other instances of violence on the part of unsecured inmate patients which have caused injury to their members as well as property damage.

In addition, Petitioners maintain that Directive No. 4019 may be interpreted and construed in a number of ways because the

not to be routinely involuntarily restrained. Instead, they are "presumed to be worthy of non-restraint" while confined to their hospital beds unless it can be proved that without restraints they would be dangerous.

Petitioners contend that this "basic change" in the Department's policy relating to the involuntary mechanical restraint of outposted inmate patients has a "tremendous impact" on the safety of their members and all persons in close proximity to outposted inmate patients. Since the issue of safety is a term and condition of employment, Petitioners assert that the present controversy falls within the scope of bargaining. Additionally, Petitioners claim that the promulgation of Directive No. 4019 constitutes a unilateral change in the status quo because it came into existence outside of the bargaining process. Accordingly, Petitioners request that Directive No. 4019 be vacated and the Department ordered to bargain with respect to its subject matter.

Petitioners acknowledge that Directive No. 4019 sets forth a procedure to determine, on a case-by-case basis, whether outposted inmate patients should be restrained. They claim, however, that the administrative procedure that must be followed before restraints can be imposed - which include articulating

guidelines for deviation from the Department's policy of non-restraint are vague. As a result, Petitioners assert, Directive No. 4019 grants correctional officials too much discretion in deciding which inmates will be restrained and which will not to maintain a safe and secure environment for their members.

COBA notes that in the past, inmates attempting to escape have been known to feign illness in order to ascertain whether escape from a hospital is possible. Since "it is clear that the practice of securing a hospitalized correctional inmate is a practice which is to be discouraged", COBA asserts that Directive No. 4019 will open this avenue of escape and, thus, further jeopardize the safety of correction officers assigned to guard outposted inmate patients.

Moreover, COBA points out that Directive No. 4019 does not establish any regulations to guide correction officers in obtaining the return of an unsecured inmate patient who has stepped out of bed without permission. Local 237 alleges, upon information and belief, that correction officers have been instructed that in the event such a situation arises, it is the responsibility of Hospital Security Officers and Special Officers to return the inmate patient to his bed. Local 237

claims that this procedure not only endangers the safety of its members, but also "alters, changes and interferes with [their) collective bargaining agreement."

Finally COBA argues that Directive No. 4019 impacts upon the safety of its members because it fails to take into account that a significant number of outposted inmate patients are suffering from AIDS. COBA asserts that an unsecured inmate patient suffering from this disease has a tremendous advantage over correction officers because all such inmate patients needs to do to achieve whatever ends he desires is threaten to bite the officer.

Although Petitioners do not dispute Respondents' assertion that there have been no incidents of violence since Directive No. 4019 was issued, COBA, in its reply, claims that the Department has "taken artificial control of the situation ... [and) has ... manipulated the facts and circumstances present in order to give this Board the impression that the safety question raised by Petitioner[s] is of no merit." To support its position, COBA asserts that because of the "intense pressure" it has brought to bear on the Department, the Department has required the restraint of most outposted inmate patients; and this has substantially decreased the likelihood of

escape or violence. COBA states that this situation is fine for as long as it lasts. It argues, however, that if this Board is lulled by the Department into permitting Directive No. 4019 to exist in its present form "there is nothing to prevent Respondent from interpreting the [D]irective in the manner described ... in the petition ... thereby placing Petitioner's membership into severe threat of harm."

Respondents' Position

Respondents maintain that pursuant to Section 12-307b of the New York City Collective Bargaining Law (NYCCBL), "it is ,within the City's statutory management right to determine the method, means and personnel by which governmental operations are to be conducted ..." and "[d]ecisions of the City or any other public employer on [these] matters are not within the scope of collective bargaining ....” In issuing Directive No. 4019, Respondents argue, the Department was merely exercising its statutory management right to determine the means by which a part of its operation is to be conducted (i.e., the procedure for using mechanical security type restraints on outposted inmate patients). Respondents claim that contrary to Petitioners' assertion, Directive No. 4019 does not fall within the scope of bargaining and, therefore, they are not required to

bargain with respect to its subject matter.

Furthermore, Respondents contend that petitioners have presented "absolutely no evidence to substantiate [their) claim of practical impact other than [their) conclusory and unfounded statements." Respondents argue that Petitioners' citation of prior instances of violence committed by unsecured outposted inmate patients does not support their assertion that Directive No. 4019 has a "tremendous impact" on the safety of their members. Respondents submit that Directive No. 4019 allows correctional officials to determine on a case-by-case basis which outposted inmate patients should be restrained; and Petitioners have failed to show that the unsecured outposted inmate patients who previously committed acts of violence would be found worthy of non-restraint under Directive No. 4019.

Moreover, Respondents claim that Petitioners have not alleged any specific dates, facts or names to support their assertion that Directive No. 4019 has an impact on the safety of their members. To the contrary, Respondents note that since its effective date, November 13, 1987, Directive No. 4019 has been implemented as follows:

> • out of the thirteen outposted inmate patients at Elmhurst Hospital Prison Ward between November 13 and December 9, 1987, two were shackled; one be-

cause be had high bail on a charge of third degree rape and the other because she threatened suicide;

- out of a daily average of four outposted inmate patients at Kings County Hospital Prison Ward during the week of December 2, 1987, two were shackled; one had a history of violent criminal charges and the other was a parole violator with pending drug charges;

- out of nine outposted inmate patients at Bellevue Hospital Prison Ward on December 8, 1987, three were shackled because of their criminal institutional records; six were unshackled because they were on life support systems or were charged with relatively minor offenses and had low bail;

- none of the outposted inmate patients with AIDS at Coler and Bellevue Hospitals were shackled.

To date, Respondents assert, there have been no security breaches.

Respondents claim that this Board has held that "as a precondition of the Board's consideration of an impact claim, the petitioner must specify the details thereof; the allegations of mere conclusions is insufficient."[3] Since Petitioners have failed to satisfy their burden to establish a practical impact on safety, Respondents assert, their scope of bargaining

[3]Decision Nos. B-38-86; B-23-85; B-34-82; B-27-80.

petitions must be dismissed.

Finally, HHC notes that Local 237 names HHC as the Respondent in the petition docketed as BCB-1026-88, even though it alleges that "Directive No. 4019 came into existence outside the bargaining process between Local 237 and [HHC]." HHC argues that since this Board has ruled that "the City of New York [as represented in the instant matter by the Department of Correction) and HHC are entirely separate legal entities and the actions of the latter may not be attributed to the former,"[4] Local 237 has failed to name a proper party and, in addition, has failed to state a cause of action upon which relief may be granted. As such, HHC asserts, the scope of bargaining petition filed by Local 237 against HHC must be denied.

DISCUSSION

The scope of bargaining petitions docketed as BCB-1013-87 and BCB-1026-88 both claim that Directive No. 4019 has a practical impact on the safety of employees who work in municipal hospitals that care for outposted inmate patients and constitutes a unilateral change in the status quo. Thus, the two proceedings involve common questions of law and, therefore, are

[4]See, Decision No. B-28-82.

hereby consolidated for determination by this Board in the instant interim decision and order.

It is apparent that in issuing Directive No. 4019, the Department acted within its statutory management rights, under Section 12-307b of the NYCCBL, to "determine the method, means and personnel by which governmental operations are to be conducted." Respondents assert, and we agree, that "(d]ecisions by the city or any other public employer on [these] matters are not within the scope of collective bargaining ...” Section 12-307b further provides, however, that questions concerning the practical impact that decisions on matters, which are not themselves mandatory subjects of bargaining, have on employees are within the scope of collective bargaining. Accordingly, the question presented to this Board is whether Directive No. 4019 has a practical impact on the safety of the employees represented by Petitioners and, therefore, falls within the scope of bargaining.

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.[5]

We have, however, held that we will not direct a hearing on the basis of a bare allegation that impact has occurred or will occur. As a precondition to our consideration of a claim of practical impact, the petitioner must specify the details thereof; the allegations of mere conclusions is insufficient.[6]

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.[7]

In past cases, this Board has recognized that in some situations the potential consequences of the exercise of a management right are so serious as to give rise to an obligation

[5]Decision Nos. B-38-86; B-18-85; B-2-76; B-16-74.

[6]Decision No. B-38-86; B-23-85.

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

to bargain before actual impact has occurred. Thus, we have stated that the existence of a clear threat to employee safety constitutes a per se impact which warrants the imposition of a duty to bargain over the impact of a management decision prior to the time that decision is implemented. However, this does not mean that a union need only claim a practical impact on safety in order to require the employee to bargain. The question whether there is a clear threat to employee safety, if disputed by the employer, is a matter to be determined by this Board before the obligation to bargain arises. The fact that a threat to safety constitutes a per se impact justifies imposing a duty to bargain prior to the time of implementation; it does not relieve the union of first proving the existence of such threat to safety.[8]

In the instant case, Petitioners contend that the routine non-restraint of outposted inmate patients creates the perception that there is a leak in the security system. As a result, Petitioners argue, more hospitalized inmates will attempt to escape, thereby endangering the safety and security of the employees they represent. Although Directive No. 4019 establishes administrative procedures to rebut the presumption

[8]Decision No. B-37-82; B-5-75.

that outposted inmate patients are worthy of non-restraint, Petitioners maintain that they are vague and may be interpreted and construed in a number of ways. Moreover, they assert that the alleged requirement that some "overt act" be committed before a previously unrestrained inmate patient may be restrained, coupled with the absence of regulations to guide correction officers in situations where an unsecured inmate patient refuses to return to his bed, severely jeopardizes the safety of their members.

Respondents argue that Petitioners' allegations of a practical impact on safety are "conclusory" and "unfounded" because they have not cited names, dates or incidents of violence that have occurred since Directive No. 4019 was issued. Respondents affirmatively assert that Directive No. 4019 has been implemented in several hospitals and, to date, there have been no security breaches.

COBA submits, however, that the Department has required the restraint of most outposted inmate patients because of the intense pressure it has brought to bear on the Department since it learned of the existence of Directive No. 4019. While this has substantially decreased the likelihood of escape or violence, COBA contends that there is no guarantee that the

Department will implement Directive No. 4019 in this fashion in the future.

We find that a disputed question of fact exists in this case as to whether Directive No. 4019 threatens the safety of correction officers assigned to guard outposted inmate patients and hospital employees, represented by Local 237, who work in close proximity to such inmate patients. We are not persuaded by Respondents' assertion that Petitioners' allegations are conclusory and unfounded simply because they did not cite any incidents of violence committed by outposted inmate patients under Directive No. 4019. Rather, we find that Petitioners have presented arguments in support of their safety impact claim which requires further inquiry by this Board. In reaching this conclusion, we note that when the instant petitions were filed, Directive No. 4019 bad been in existence only a few weeks. Since Directive No. 4019 has now been in effect for several months, we find that the parties are in a better position to present evidence and arguments which will enable the Board to determine whether it has a practical impact on the safety of the employees represented by Petitioners. Accordingly, we will direct that a hearing be held before a Trial Examiner designated by the Office of Collective Bargaining, for the purpose of

establishing a record upon which we may ascertain whether there exists any practical impact on the safety of the employees involved.

Next we consider HHC's contention that the petition filed by Local 237 must be dismissed because it fails to name a proper party and, in addition, fails to state a cause of action upon which relief can be granted. We disagree. This Board has stated that "in order to avail itself of the practical impact procedures of the law, It is incumbent upon the union to demonstrate that the alleged safety impact results from a management decision or action, or inaction in the face of changed circumstances" [9](Emphasis added). In the instant case, it is not disputed that Directive No. 4019 constitutes a change in the Department's policy and procedures relating to the involuntary mechanical restraint of outposted inmate patients. HHC is the public employer of the public employees represented by Local 237. It is responsible for conditions in the workplace of such employees. No directive of the Department of Correction can change working conditions in a facility operated by the HHC without the consent of HHC. Thus, the petition of Local 237 appropriately raises the issue whether HHC has consented and participated in the creation of conditions in its facilities that constitute a threat to the safety of its employees who are represented by Local 237. We find, therefore, that the issuance

[9]Decision No. B-43-86.

of Directive No. 4019 has resulted in change in circumstances for hospital employees who work in close proximity to outposted inmate patients. As such, even though the Department, not HHC, promulgated Directive No. 4019, HHC will have a duty to bargain with the representatives of it's employees if it is determined by this Board that Directive No. 4019 has a practical impact on safety.

However, we further find that Local 237's claim against HHC is incidental to COBA'S claim against the Department. Therefore, we will direct that separate hearings be held; and that the bearing In the matter between Local 237 and HHCEEC be held
in abeyance pending a Board determination on the question whether Directive No. 4019 has a practical impact on the safety of correction officers. In the event that the existence of a practical Impact Is found,, the Department would be required to alleviate the impact. Any such alleviation necessarily would affect members of Local 237's unit. Accordingly, it would make little sense to proceed with a bearing In Local 237's case until after a determination Is rendered In the cast brought by COBA.

Finally, Petitioners also allege that the promulgation of Directive No. 4019 constitutes a unilateral change In the status quo. In view of the fact that Petitioners did not present sufficient evidence or arguments to support this assertion, we find it to be couclusory and, therefore,, will not address the merits of this allegations.

ORDER

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

ORDERED, that the issue of practical impact on the safety of employees represented by the Correction Officers Benevolent Association assigned to guard outposted inmate patients resulting from Department of Correction Directive No. 4019 is to be referred to a Trial Examiner designated by the Office of Collective Bargaining for the purpose of conducting a bearing and establishing a record upon which this Board may determine whether any practical impact exists; and it is further

ORDERED, that a bearing on the issue of practical impact on the safety of employees represented by City Employees Union, Local 237 who work in municipal hospitals that care for outposted inmate patients resulting from Department - of Correction Directive No. 4019 is to be held in abeyance pending a Board determination on whether Directive No. 4019 has any practical impact on the safety of employees represented by Correction Officers Benevolent Association.

Dated: New York, N.Y.
June 30 1988

MALCOLM D. MacDONALD
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