Buttaro, 12 OCB2d 23 (BCB 2019)

(IP) (Docket No. BCB-4319-19)

Summary of Decision*:** Petitioner appealed the Determination of the Executive Secretary of the Board of Collective Bargaining. The Executive Secretary dismissed the petition as untimely because it alleged violations that occurred more than four months prior to the filing. Petitioner argued that the petition was timely because it was filed within four months of his receipt of an arbitration award denying his grievances. The Board found that the Executive Secretary properly deemed the charges in the petition untimely and denied the appeal. ***(Official decision follows.)

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Proceeding

-between-

THOMAS A. BUTTARO,

Petitioner,

-and-

THE UNITED FIREFIGHTERS ASSOCIATION OF GREATER NEW YORK, LOCAL 94, and
THE NEW YORK CITY FIRE DEPARTMENT,

Respondents.

DECISION AND ORDER

On February 26, 2019, Thomas A. Buttaro ("Petitioner") filed an improper practice petition against the United Firefighters Association of Greater New York, Local 94 ("Union") and the New York City Fire Department ("FDNY" or "Department"). Petitioner claimed that the Union breached its duty of fair representation, in violation of § 12-306(b)(1) and (3) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL"), when it failed to properly represent him in relation to his termination from the

FDNY and "deliberately interfered with, restrained, and/or coerced" Petitioner in the exercise of his NYCCBL § 12-305 rights. Pursuant to § 1-07(c)(2) of the Rules of the Office of Collective Bargaining (Rules of the City of New York, Title 61, Chapter 1) ("OCB Rules"), on March 11, 2019, the Executive Secretary of the Board of Collective Bargaining dismissed the petition ("ES Determination") on the grounds that Petitioner's claims, which concerned the Union's conduct both prior to and for three years subsequent to Petitioner's February 2015 termination, were untimely. On March 22, 2019, Petitioner appealed the ES Determination ("Appeal"). The Board finds that the Executive Secretary properly deemed the charges in the Petition untimely, and it denies the Appeal.

BACKGROUND

The controversies underlying the current claim have been the subject of a prior decision by this Board, *UFA*, 9 OCB2d 25 (BCB 2016), rendered on October 19, 2016. We therefore take administrative notice of the pertinent background facts set forth in that decision.

Petitioner was previously employed by the FDNY as a Firefighter, a title represented by the Union. On January 29, 2013, Petitioner was interviewed by the Department's Bureau of Investigations and Trials ("BITS") in relation to complaints filed against him by another Firefighter with the FDNY's Equal Employment Office ("EEO"). Thereafter, on or about September 19, 2013, the FDNY served Petitioner with disciplinary charges, alleging that he engaged in conduct that created a hostile work environment, failed to wear only Department-issued clothing in the firehouse, was insubordinate, engaged in conduct reflecting discredit upon the Department, and violated his oath of office. On November 8, 2013, an informal disciplinary conference was held. In a decision dated March 23, 2013, the Department's Deputy Assistant Chief substantiated all of the charges against Petitioner and recommended a penalty of forfeiture

of twenty days' pay. Petitioner chose not to accept the recommended penalty, and the FDNY initiated formal disciplinary proceedings at the Office of Administrative Trials and Hearings ("OATH").

On or about April 28, 2014, the Union filed a grievance on Petitioner's behalf at Step III of the grievance procedure ("First Grievance"). The grievance alleged that the FDNY violated §§ 2, 5, and 8 of Article XVII of the parties' collective bargaining agreement ("Agreement") when it failed to advise Petitioner in writing of the BITS interview and of his right to union representation. The grievance also alleged that the FDNY violated Chapters 21 and 29 of the Regulations of the Uniformed Force ("Regulations"), as well as Petitioner's First Amendment rights, when it selectively prosecuted Petitioner for his failure to wear only Department-issued clothing in the firehouse. Additionally, the grievance alleged that Petitioner was retaliated against for his involvement with a group named Merit Matters and for raising an alleged conflict of interest issue at an EEO training, in violation of the FDNY EEO Anti-Retaliation Policy.[1]

On or about July 24, 2014, the Union filed another grievance on behalf of Petitioner, alleging that the FDNY violated § 26.6.3 of the Regulations when the Deputy Assistant Chief failed to issue his decision following the November 8, 2013 informal disciplinary conference within two weeks ("Second Grievance"). It also alleged violations of §§ 2, 5, and 8 of Article XVII of the Agreement, because a transcript from Petitioner's interview with BITS was improperly considered at the informal disciplinary conference.

The First Grievance was denied as untimely at Step III, and the parties agreed to waive the Step III determination of the Second Grievance. Thereafter, the Union filed requests for arbitration

[1] Merit Matters is an organization that opposed a lawsuit filed by the Vulcan Society, an organization of African-American firefighters, which alleged that the FDNY engaged in racial discrimination in its hiring practices.

for both grievances. The requests were consolidated, and on October 23, 2014, the City filed a petition challenging the arbitrability of the grievances with the Board.[2] On January 13, 2015, OATH issued a decision, sustaining all of the charges against Petitioner and recommending that he be terminated. On February 10, 2015, Petitioner was terminated by decision and order of the FDNY Fire Commissioner.

In an October 19, 2015 decision on the petition challenging arbitrability, this Board found that the majority of the Union's claims were arbitrable, but the claims that were decided on their merits during the OATH trial were not. *See UFA*, 9 OCB2d 25 (BCB 2016). Arbitration hearings were held on March 19 and April 9, 2018, and post-hearing briefs were filed in September 2018. Petitioner received the arbitrator's Opinion and Award ("Arbitration Award") on October 23, 2018. The Arbitration Award found that both grievances were untimely and must be dismissed. In particular, the arbitrator noted that the parties' Agreement states that grievances must be submitted within 120 days following the date on which the grievance arose. The arbitrator found that the First Grievance "is premised on the Department's alleged failure to advise [Petitioner] in writing of the date of his BITS interview and his right to Union representation." (Arb. Award at 13)[3] Accordingly, the arbitrator concluded that the grievance arose when the interview commenced on January 29, 2013, and not when Petitioner received the Step I decision denying the grievance. Because the First Grievance was not filed until April 28, 2014, the arbitrator concluded that it was therefore untimely.

Concerning the Second Grievance, the arbitrator found that since the Regulations state that

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[2] The petition challenging arbitrability alleged that the Union submitted an invalid waiver because the same claims were presented during Petitioner's OATH trial. The City also argued that the Union failed to establish the requisite nexus between its claims and the Agreement.

[3] We take administrative notice of the Arbitration Award.

a decision on a Step I conference must be made within two weeks, the grievance arose two weeks and a day after the November 8, 2013 conference, when a decision had still not been issued. The Second Grievance was filed on July 24, 2014, which was more than 120 days after the grievance arose. Therefore, the arbitrator concluded that it was untimely.

Improper Practice Petition

Petitioner filed the instant improper practice petition on February 25, 2018 at 7:43 p.m. It was therefore processed and deemed filed the following day, on February 26, 2018. The petition contains lengthy facts and claims concerning the Union's conduct both prior to and for three years following Petitioner's February 2015 termination from employment, which Petitioner claims constitute a breach of the Union's duty of fair representation. Overall, the petition alleges that Petitioner was terminated as a result of the Union's bad faith actions or inactions.

First, the petition alleges that the Union failed to take numerous actions in 2013, when Petitioner was first investigated and subject to the BITS interview. These claims include, but are not limited to, allegations that the Union failed to compel the FDNY to permit Petitioner to audio record the BITS interview, failed to object to the consolidation of the EEO informal investigation process and the BITS interview, failed to notify Petitioner of the January 29, 2013 BITS interview until January 26, 2013, failed to adequately prepare Petitioner for the interview or inform him of his contractual rights prior to the interview, failed to obtain a copy of the interview transcript prior to October 2013, and failed to advise Petitioner that he was entitled to both a union representative and an attorney at the BITS interview.

Next, the petition alleges that Union representatives informed Petitioner in various statements on or before March 2013 that the Union would not represent him unless disciplinary charges were filed and/or that he should have Merit Matters represent him. The petition also alleges that actions taken by Union counsel both prior to and during the processing of his

grievances constitute violations of the Union's duty of fair representation. These alleged actions include, but are not limited to, the continued involvement of one Union counsel in Petitioner's disciplinary proceedings despite his earlier refusal to represent Petitioner before the EEO due to a conflict of interest; the misrepresentation of another Union counsel that Petitioner was "ordered" to appear at the BITS interview; the failure of various Union counsel to promptly return Petitioner's phone calls or emails or send him requested documents; Union counsel's misrepresentation regarding whether there was a contractual basis to file grievances; and Union counsel's failure to raise claims relating to a violation of § 8 of the Agreement before the arbitrator.

The petition also alleges that the Union failed to timely file the First and Second Grievances despite Petitioner's repeated requests that the grievances be filed sooner and failed to advance the grievances to arbitration in a timely matter. For example, Petitioner alleges that he repeatedly requested that the First Grievance be filed for more than a year before the Union president authorized it. Moreover, the petition alleges that the Union colluded with the FDNY to make the First and Second Grievances untimely and that the Union's decision in July 2014 to file for arbitration on these grievances was made in bad faith since it knew the grievances were untimely. The petition also alleges that during the arbitration hearings, the Union "deliberately fail[ed] to produce any evidence or arguments to establish" the FDNY's violations of the Agreement. (Pet. ¶ 108) Additionally, the petition alleges that the Union failed to bring a grievance that Petitioner filed on his own on August 23, 2014, to arbitration.

Executive Secretary's Determination

On March 11, 2019, the Executive Secretary issued the ES Determination pursuant to OCB Rule §1-07(c)(2), dismissing the petition for untimeliness. The Executive Secretary noted that pursuant to NYCCBL §12-306(e) and OCB Rule §1-07(b)(4) the statute of limitations for claims filed before the Board is four months. Since the petition was filed on February 26, 2019, the

Executive Secretary determined that any alleged violations that occurred prior to October 26, 2018, and about which Petitioner knew or should have known, were untimely. The Executive Secretary found that the October 22, 2018 Arbitration Award merely notified Petitioner of the outcome of his grievances. The Arbitration Award did not put Petitioner on notice of any of the alleged actions or inactions by the Union which form the basis of his claims that the Union breached its duty of fair representation.

The Executive Secretary also found that, to the extent the petition alleged that the Union's bad faith conduct constitutes a continuing violation of its duty of fair representation, the Board has never applied the continuing violation doctrine to duty of fair representation claims. Rather, the Board's application of the statute of limitations focuses on when the complained-of action occurred and when the petitioner knew or should have known of that action or actions. The Executive Secretary noted that the last actions taken by the Union on Petitioner's behalf prior to the filing of the petition were its representation of Petitioner at the March 19 and April 8, 2018 arbitration hearings, and its submission of a post-hearing brief to the arbitrator on September 21, 2018. Since the petition was filed more than four months after this date, the Executive Secretary concluded that the petition was untimely.[4]

The Appeal

On March 22, 2019, Petitioner filed an Appeal of the Executive Secretary's Determination. Preliminarily, Petitioner "objects to OCB Rule §1-12 insofar as Petitioner believed he had filed his Petition by e-file." (Appeal at 1) Petitioner asserts that the OCB Rules repeatedly and

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[4] Additionally, the Executive Secretary found that to the extent any of the claims in the petition could be construed as alleging that the FDNY violated the NYCCBL, these claims were also untimely since the last action taken by the FDNY occurred on February 10, 2015, nearly four years prior to the filing of the petition, when it terminated Petitioner.

specifically reference that a petitioner may file a petition by e-file, yet e-filing is not yet an option on OCB's website. Petitioner contends that, had he known that e-filing was not an available option, he would have ensured that his petition was filed earlier in the day on February 25, 2019.[5] Moreover, Petitioner contends that prior to filing his petition with the Board, he contacted the New York State Public Employment Relations Board ("PERB") and was told that PERB was the proper place to file his claim, which he did, on February 14, 2019.[6]

Petitioner next contends that two documents attached to the Appeal establish that, contrary to the Executive Secretary's determination, the petition was timely filed. The first exhibit is an email dated November 6, 2018, in which Petitioner's Union-appointed counsel informed him that the Union's Executive Board had met and made a determination not to pay any legal fees associated with further litigation to appeal the Arbitration Award. According to Petitioner, this email represents the last Union act or omission giving rise to his claims, and the petition was filed within four months of this date. The second exhibit is an email sent to Petitioner on October 23, 2018, containing a copy of the Arbitration Award. Petitioner contends that since four months from October 23, 2018, is February 23, 2018, and since that date is a Saturday, the statute of limitations associated with this claim did not expire until February 25, 2019, which is the date on which the petition was filed.

Additionally, Petitioner asserts that the Executive Secretary's conclusion that the receipt of the Arbitration Award did not give rise to a claim of a breach of the duty of fair representation

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[5] In this regard, Petitioner also objects to his petition being considered filed on February 26, 2019, since it was emailed after business hours on February 25, 2019. Petitioner asserts that he was served the ES Determination at 5:40 p.m., and this demonstrates that OCB carries out official business after 5:30 p.m. Therefore, Petitioner argues that for the Board to consider the petition as being filed the following day is prejudicial.

[6] We note that PERB does not have jurisdiction over Petitioner's claims. *See* NYCCBL § 12-304 (setting forth the applicability of the NYCCBL).

is not supported by Board case law. Rather, Petitioner claims that "it is well-settled that a party must exhaust the grievance procedure set forth in the collective bargaining agreement prior to bringing an improper practice charge." (Appeal at 2) (citing *Morales*, 5 OCB2d 28, at 16 (BCB 2012), *affd.*, *Matter of United Fedn. of Teachers, Local 2, AFT, AFL-CIO v. NYC Bd. of Collective Bargaining*, 51 Misc.3d 817 (Sup. Ct. N.Y. Co. 2016), *affd., Matter of United Fedn. of Teachers v. City of New York*, 154 A.D.3d 548 (1st Dept. 2017); *Oberhauser*, 53 OCB 8, at 14 (BCB 1994)). Petitioner claims that he "cannot be charged with knowledge of a possible improper practice prior to receipt of the information that gives *actual* knowledge of an NYCCBL violation . . . ." (Appeal at 2) (emphasis in original).

Next, Petitioner cites Board case law that he argues demonstrates that the Board has in fact applied the continuing violation doctrine to claims of a breach of the Union's duty of fair representation. Petitioner contends that, applying this doctrine, he knew of the last complained-of act by the Union on November 6, 2018, when he learned that the Union would no longer represent him in connection with his grievances. Petitioner also asserts that the statute of limitations on his claims should be equitably tolled because he reasonably relied on the Union to be his sole representative. Petitioner claims that the filing of his improper practice petition was delayed because it was not until he received the Arbitration Award that he knew that the Union had failed to file his grievances in a timely manner. Moreover, Petitioner repeatedly asked the Union to file a grievance earlier than it did. Petitioner contends that these facts establish that the Union acted in bad faith and in a discriminatory manner in violation of the NYCCBL.

DISCUSSION

This Board finds that the Executive Secretary properly dismissed the petition because it was not timely filed. Pursuant to NYCCBL §12-306(e), an improper practice charge "must be

filed no later than four months from the time the disputed action occurred or from the time the petitioner knew or should have known of said occurrence." *Raby*, 71 OCB 14, at 9 (BCB 2003), *affd.*, *Matter of Raby v. Office of Collective Bargaining*, Index No. 109481/03 (Sup. Ct. New York Co. Oct. 8, 2003) (Beeler, J.) (citing NYCCBL § 12-306(e) and OCB Rules § 1-07(d);[7] *see also Mahinda,* 2 OCB2d 38, at 9 (BCB 2009), *affd., Matter of Mahinda v. City of New York.*, Index No. 117487/09 (Sup. Ct. N.Y. Co. Oct. 7, 2010) (Scarpulla, J.), *affd.,* 91 A.D.3d.564, 565 (1st Dept. 2012). Consequently, "claims antedating the four[-]month period preceding the filing of the Petition are not properly before the Board and will not be considered." *Nardiello*, 2 OCB2d 5, at 28 (BCB 2009) (citations omitted).

Because the petition was received on February 25, 2019, at 7:43 p.m., in accordance with OCB Rule § 1-12(e)(1)(iii), it was deemed filed on February 26, 2019.[8] However, Petitioner

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[7] NYCCBL § 12-306(e) provides, in relevant part:

> A petition alleging that a public employer or its agents or a public employee organization or its agents has engaged in or is engaging in an improper practice in violation of this section may be filed with the board of collective bargaining within four months of the occurrence of the acts alleged to constitute the improper practice or of the date the petitioner knew or should have known of said occurrence . . . .

OCB Rules § 1-07(d) provides, in relevant part:

> A petition alleging that a public employer or its agents or a public employee organization or its agents has engaged in or is engaging in an improper practice in violation of Section 12-306 of the statute may be filed with the Board within four (4) months thereof . . . .

[8] OCB Rule § 1-12(e)(1)(iii) states:

> All submissions to the Office of Collective Bargaining by email, mail of any kind, or personal delivery must be filed Monday through Friday between 9:00 a.m. and 5:30 p.m. Submissions received after 5:30 p.m., the normal close of business, will be deemed filed the next business day. For e-filed cases, all submissions are deemed

argues that his petition should be deemed filed on February 25, 2019, because he planned to e-file the petition and OCB's Rules state that an e-filed petition is deemed filed on the date submitted.[9] OCB's Rules are clear that a petition filed by email after 5:30 p.m., "will be deemed filed the next business date." OCB Rule § 1-12(e)(1)(iii). Therefore, the Executive Secretary correctly deemed the petition filed on February 26, 2019. Moreover, even if the petition had been deemed filed on February 25, 2019, the Executive Secretary correctly dismissed the petition as untimely.

Petitioner argues that his claims are timely because he did not become aware of the basis for his improper practice petition until he received the Arbitration Award denying his grievances on October 23, 2018. However, we find that the Executive Secretary correctly determined that Petitioner's receipt of the Arbitration Award does not render his claims against the Union timely because the petition reflects that he knew or should have known of the Union's alleged violations prior to that date. *See* NYCCBL §12-306(e) (statute of limitations runs from "the date the petitioner knew or should have known of said occurrence"); *Sweeney*, 73 OCB 9, at 4 (BCB 2004) (citing *Raby*, 71 OCB 14, at 9 (BCB 2003), *affd.*, *Matter of Raby v. Office of Collective Bargaining*, Index No. 109481/2003 (Sup. Ct. N.Y. Co. Sept. 12, 2003) (Beeler, J.)) (petition "must be filed no later than four months from the time the disputed action occurred or from the time the petitioner knew or should have known of said occurrence").

This conclusion is also consistent with determinations made by PERB, which has stated that "[t]he issuance of a decision adverse to [a petitioner's] interests does not provide an independent basis on which to challenge the [union's] representation, as the [union] did not issue that decision, and does not control its issuance or content." *United Fedn. of Teachers, Local 2,*

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filed on the date submitted as set forth in § 1-12(e)(2)(iii).

[9] We note that the technology for e-filing has not yet been implemented.

Am. Fedn. of Teachers, AFL-CIO and Bd. of Educ. of the City Sch. Dist. of the City of N.Y. (Martinez), 51 PERB ¶ 3021 (2018). Thus, PERB has clarified that claims challenging a Union's representation during a disciplinary hearing "must be measured from the date of the conduct alleged to constitute the violation, i.e., the date of the hearing." *Local 280, Int. Assn. of Firefighters (Knighton)*, 30 PERB ¶ 4649 (1997) (citing *New York City Transit Auth. and Transport Workers Union, Local 100*, 30 PERB ¶ 3032 (1997); *Bd. of Educ. of the City Sch. Dist. of the City of N.Y. and United Fedn. of Teachers*, 30 PERB ¶ 3038 (1997)). It is at this point in time that the petitioner is aware of the conduct constituting the Union's alleged inadequate or unfair representation and, thus, the statute of limitations begins to run. *See id*.

Here, Petitioner complains of conduct or omissions by the Union that date back as far as 2013 and occurred as late as September 2018. Petitioner knew of all of the alleged actions that he now complains of contemporaneous with when the actions or omissions occurred. For example, he knew of the Union's alleged conduct during the arbitration hearings, at the latest, on the last day of hearing, April 9, 2018, or the date of the Union's submission of its post-hearing brief to the arbitrator on September 21, 2018. These are the last alleged acts or omissions taken by the Union on Petitioner's behalf. Consequently, the petition, filed more than four months later, was not timely filed.[10]

This analysis would not differ if we were to apply the continuing violation doctrine, as urged by Petitioner. This Board has previously stated that a petitioner "may be able to establish that the course of conduct complained of constitutes a continuing violation of the duty of fair representation, such that petitioner's time to file did not begin to run until the last complained[-]of

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[10] We note that this Board has not ruled that the grievance process must be exhausted before an individual can bring an improper practice claim against his or her union, and the cases cited by Petitioner in this regard do not stand for this proposition.

act . . . ." *James-Reid*, 77 OCB 16, at 7 (BCB 2006). However, while actions taken more than four months before a petition was filed may be considered as background information, they are not actionable and the last complained-of act must still have taken place within four months for the petition to be considered timely. *See Schweit*, 61 OCB 36, at 13-14 (BCB 1998). As discussed above, in this instance the last complained-of act took place, at the latest, on September 21, 2018. This date is outside of the four-month statute of limitations period.

Petitioner next alleges for the first time in his Appeal that his receipt of an email on November 6, 2018, informing him that the Union Executive Board had decided not to pay legal fees associated with an appeal of the Arbitration Award, renders his petition timely. As we have previously stated, "[t]he purpose of an appeal is to determine the correctness of the Executive Secretary's decision based upon the facts that were available . . . in the record as it existed at the time of his ruling." *Babayeva*, 1 OCB2d 15, at 10 (BCB 2008) (citing *Cooper*, 69 OCB 4, at 5 (BCB 2002); *White*, 53 OCB 20, at 8-9 (BCB 1994); *Marrow*, 45 OCB 54, at 4 (BCB 1990)). As such, facts or claims attacking the basis for the Executive Secretary's determination that were not asserted in the petition will not be addressed in the appeal. *See id*; *White*, 53 OCB 20, at 8-9 (citations omitted). The petition contained no reference to the November 6, 2018 email or the Union's decision not to fund an appeal of the Arbitration Award, despite the fact that Petitioner had knowledge of this information on November 6, 2018, prior to filing the petition. Consequently, the dismissal of the petition here does not rely upon these new facts.[11]

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[11] Even if this claim or fact had been included in the original petition, the evidence does not support a finding that the Union breached its duty of fair representation. We have repeatedly held that a union "enjoys wide latitude in the handling of grievances as long as it exercises discretion with good faith and honesty." *Garg*, 6 OCB2d 35, at 11 (BCB 2013) (quoting *Nardiello*, 2 OCB2d 5, at 40) (internal quotation marks omitted). As such, "[a] union is not obligated to advance every grievance [nor does it] breach the duty of fair representation merely because a member disagrees with the union's tactics or strategic decisions." *Donnelly*, 7 OCB2d 23, at 17 (BCB 2014) (citing *Nardiello*, 2 OCB2d 5, at 40; *Del Rio*, 75 OCB 6, at 13 (BCB 2005)). Here, the Union had the

We also find no basis upon which the statute of limitations should be equitably tolled. "This Board has held that equitable tolling is available where the filing of an improper practice petition is delayed because of a petitioner's reasonable reliance on the conduct of an opposing party." *Gonzalez*, 8 OCB2d 10, at 8 (BCB 2015) (citing *Donnelly*, 7 OCB2d 23, at 8 (BCB 2014); *UFA*, 3 OCB2d 13, at 12-13 (BCB 2010); *Pahlad v. Brustman*, 33 A.D.3d 518, 520 (1st Dept. 2006) (explaining that equitable tolling is available only where the "defendant's affirmative wrongdoing produced a delay between the accrual of the cause of action and the institution of the legal proceeding")) (internal citations omitted). Petitioner has not alleged that the Union did anything to delay or discourage him from filing the improper practice petition sooner. As such, Petitioner's allegations do not establish a basis for equitable tolling.

Accordingly, Petitioner's appeal of the Executive Secretary's Determination is denied, and the improper practice is dismissed.

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discretion not to pursue an appeal of the Arbitration Award and the petition contains no allegation that its decision to do so was made arbitrarily, or in a discriminatory or bad faith manner.

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 Executive Secretary's Determination dismissing the improper practice petition docketed as BCB-4319-2019 is affirmed, and the appeal therefrom is denied.

Dated: July 30, 2019
New York, New York

SUSAN J. PANEPENTO
CHAIR

ALAN R. VIANI
MEMBER

M. DAVID ZURNDORFER
MEMBER

CAROLE O'BLENES
MEMBER

PETER PEPPER
MEMBER