Noonan, 16 OCB2d 3 (BCB 2023)

(IP) (Docket No. BCB-4489-22)

Summary of Decision*:** Petitioner claimed that the City violated NYCCBL § 12-306(a)(1) and (3) by failing to grant his transfer requests and disciplining him for absenteeism in retaliation for filing an improper practice petition against the City, inquiring about a late paycheck, and requesting union representation at a supervisory meeting. The City argued that Petitioner did not establish a *prima facie* case of retaliation or a violation of his Weingarten rights. The Board found that Petitioner failed to plead facts that demonstrate that the City retaliated against him or violated his Weingarten rights. Accordingly, the petition was denied. ***(Official decision follows.)

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Proceeding

-between-

MICHAEL NOONAN,

Petitioner,

-and-

THE CITY OF NEW YORK and THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION,

Respondents.

DECISION AND ORDER

On June 30, 2022, Petitioner filed a *pro se* improper practice petition alleging that the City of New York ("City") and the New York City Department of Parks and Recreation ("DPR") violated § 12-306(a)(1) and (3) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL") by denying his transfer requests, disciplining him for his absenteeism, and denying him union representation prior to being given a

disciplinary memorandum, in retaliation for inquiring about a late paycheck and filing a prior improper practice petition against the City and Local 983, District Council 37, AFSCME, AFL-CIO ("Union"). The City argues that the petition fails to state a *prima facie* claim for retaliation under the NYCCBL because there is no causal connection between Petitioner's protected activity and his subsequent discipline and termination. The City further argues that it had a legitimate business reason for disciplining Petitioner due to his record of excessive absenteeism and that Petitioner was not improperly denied union representation. The Board finds that Petitioner failed to establish that the City retaliated against him for union activity or violated his Weingarten rights. Accordingly, the petition is denied.

BACKGROUND

Petitioner worked as a City Seasonal Aide ("CSA") at DPR during the 2021 and 2022 seasons. DPR employs CSAs on a seasonal basis to perform light repair and general maintenance work in buildings and on the grounds of various public structures such as port terminals, markets, public housing projects, public offices, parks, and park buildings. The Union represents DPR employees in the titles of CSA and Filter Pool Operator ("FPO"), among others.

In February 2022, Petitioner was rehired as a seasonal CSA for the 2022 season and was assigned to work at Devoe Park in the Bronx.[1] Later that month, Petitioner emailed Bronx Operations Coordinator Thomas Mathai and explained that he was having problems with his supervisor at Devoe Park, Shaniece Cromer, and that he was experiencing issues with coworkers

[1] Petitioner filed a prior improper practice petition against the City and the Union in August 2021 alleging that the City retaliated against him by creating a hostile work environment and that the Union violated the duty of fair representation. The Board dismissed the Petition in its entirety. *See Noonan*, 15 OCB2d 6 (BCB 2022). Following the dismissal of the prior improper practice petition in February of 2022, DPR re-hired Petitioner.

there. Because of this, Petitioner requested to be transferred back to Van Cortlandt Park, where he had worked the prior season. Mathai denied Petitioner's transfer request. On March 26, 2022, Petitioner emailed Mathai and demanded that a coworker at Devoe Park be transferred to a different assignment away from him due to interpersonal difficulties.[2]

During the spring of 2022, Petitioner continued to work at Devoe Park. During that time, Petitioner made multiple requests to change his regular days off and to make changes to the timing of his shift for various personal reasons. Cromer accommodated these requests. Between February and April of that year, Petitioner called out sick several times. Petitioner provided documentation to explain these absences and was paid for them. However, on April 17 and 19, 2022, Petitioner called out of work and did not provide any documentation. Petitioner was marked as Absent Without Leave ("AWOL") and was not paid for the two days. According to Petitioner, in May of 2022, he contacted his Union Representative, Ralph Baselice, to request that the Union conduct a payroll inquiry. Petitioner alleges that after he contacted his Union, Cromer became upset and told Petitioner that he had "disgraced the entire agency by doing that and broke the chain of command." (2nd Am. Pet. ¶ 1) Petitioner alleges that Cromer told him to "never do that again." (3rd Am. Pet. ¶ 2) According to Petitioner, after he contacted his Union, the City began to retaliate against him by disciplining him for his "attendance issues." (Rep. ¶ 7)

On June 14, 2022, Petitioner was promoted to the position of FPO. FPOs are responsible for ensuring that the water at City pools is safe for swimming. When Mathai offered this promotion to Petitioner, he explained that FPOs cannot choose the location where they are assigned to work or which shift they will be given. Mathai further explained to Petitioner that DPR policy requires

[2] Petitioner's February 12, 2022, transfer request is outside the four-month statute of limitations under the NYCCBL, but is included here only for background purposes.

FPOs to call the DPR Absence Line at least one hour before their assigned shift if they will be unable to work so that the agency can arrange for another FPO to provide coverage. On June 14, 2022, Petitioner accepted the promotion to the rank of FPO and signed a document to confirm that he understood the above terms. Petitioner was assigned to work at Crotona Pool in Crotona Park in the Bronx.

Four days later, on June 18, 2022, Petitioner emailed Mathai to request a transfer to a location closer to where he lived. Mathai denied Petitioner's request because he had agreed to the terms of the FPO position, which did not allow for transfer rights or the ability to choose assignments. Petitioner did not report to work for his next three scheduled shifts on June 19, 21, and 22, 2022 and did not provide any documentation regarding these absences. Accordingly, Petitioner was marked AWOL and was not paid for those three days.

On June 21, 2022, Petitioner emailed Mathai and his supervisors, Jaquita Maxwell and Mike DeRosa, to again request that he be assigned to a different shift and transferred to a new location closer to where he lived. Maxwell responded by email that Petitioner could not choose his specific shift or working location and could not revert to his previous title because there were no CSA positions available. Maxwell told Petitioner if he did not wish to work his assigned position and title he could resign. On June 22, 2022, Petitioner replied by email, "I am requesting my [W]eingarten rights." (Ans., Ex. 15) Petitioner did not copy any Union officials on this email. The next morning, Mathai responded, "Please reach out to your union for representation. Thanks." (*Id.*) On June 24, 2022, Petitioner told Mathai that he had contacted his Union regarding his absences. Petitioner did not state whom he had been in contact with at the Union and did not provide evidence of his communication with the Union.

On June 25, 2022, Petitioner's supervisor, Ignacio Ross, and Maxwell attempted to give Petitioner a supervisory memorandum which warned that he would face further disciplinary consequences if he continued to have attendance issues. When Ross approached Petitioner with the memorandum, Petitioner requested that he be provided with Union representation pursuant to his Weingarten rights.[3] At that point, Ross stopped talking to Petitioner, did not give him the memorandum, and let him leave so that Petitioner could contact his Union prior to handing him the memorandum.[4]

On June 26, 2022, Ross approached Petitioner at the end of his workday and gave him a supervisory conference memo concerning his undocumented absences. In the memo, his supervisor, Nicole Smith, wrote: "It was b[r]ought to your attention the importance of your attendance. You have called out on [June 19 and 21, 2022]. You failed to notify your supervisor in a timely manner. If your behavior continues, further disciplinary actions and/or termination will be taken." (Ans., Ex. 12) Petitioner had to stay at work for 20 minutes after the end of his shift so that another supervisor could arrive and witness that Petitioner had been provided with the memo. Petitioner alleges that he "asked [Ross] for [his] Weingarten rights [and] was told no." (3rd Am. Pet. ¶ 3) The City avers that Ross did not interview or interrogate Petitioner that day and that Ross had already determined to discipline Petitioner and merely handed him a memorandum confirming this. Petitioner alleges that, following this meeting, Ross retaliated against him by instructing Petitioner to use a different restroom at Crotona Pool.

[3] It is undisputed that these supervisory memoranda are disciplinary in nature.

[4] This June 25, 2022 conversation was not detailed in either party's pleadings. However, following the October 27, 2022 conference in this case, it is undisputed that such a conversation occurred and that, after invoking his Weingarten rights on June 25th, Petitioner was not handed the memorandum until the following day.

After Petitioner first stated that he wished to invoke his Weingarten rights via email on June 22, 2022, he repeatedly emailed Mathai to state that he wanted to be transferred from Crotona Pool and to be returned to his previous position of CSA. Mathai told Petitioner that he needed to speak with his Union and copied DPR Bronx Deputy Chief of Operations, Michael Grattan, on the email. Grattan responded and told Petitioner that DPR had filled all its CSA positions but that Petitioner could continue to work as an FPO. Grattan told Petitioner that he needed to speak with his Pool Coordinator going forward and stopped responding to Petitioner's subsequent emails. Petitioner did not copy the Union on any of these emails but continued to email Grattan, Mathai, Maxwell, and other individuals at DPR concerning his complaints.

On June 28 and 29, 2022, after his shift had started, Petitioner called out sick. Petitioner stated that he was calling out because he was "very disgusted" following his June 26, 2022 meeting with Smith and Ross. (Ans., Ex. 15) DPR initially marked Petitioner as AWOL but later allowed him to use annual leave for these two absences. On July 3, 2022, Petitioner was given another supervisory conference memo. The memorandum stated that on June 28, 2022, Petitioner had called out of work after his shift had already begun, which was considered being AWOL. The memorandum stated that FPOs are required to call out sick an hour before their shift begins if they are unable to report to work. The memorandum further stated that Petitioner had been previously advised about lateness and absences and that Petitioner would be disciplined if he continued to call out less than an hour before the start of his shift.

On July 3, 2022, Petitioner was reassigned to Orchard Beach in the Bronx and reported there on July 4, 2022. After work that day, Petitioner emailed Mathai to say that he was refusing to work at Orchard Beach because of the length of the commute. On July 5, 2022, Petitioner contacted DPR's Equal Employment Opportunity ("EEO") office seeking a reasonable

accommodation to have his shift changed and to be transferred to Parks District 5. Petitioner did not report to work on July 8, 11, and 12, 2022, and failed to provide documentation for these absences.[5] Petitioner described these absences as "EEOC call outs" and now seeks to be paid for them. (3rd Am. Pet. ¶ 6) On July 15, 2022, Petitioner was granted a reasonable accommodation, which adjusted his shift to begin and end thirty minutes earlier.[6] Petitioner did not report to work on July 16 and 19, 2022. Petitioner was marked as AWOL for each of these five unexcused absences in July 2022. On July 19, 2022, Petitioner contacted DPR EEO and again requested a transfer to Parks District 5. The DPR EEO office responded that it did not have the authority to transfer Petitioner and that he was expected to report to work as scheduled pursuant to his accommodation.

On July 22, 2022, supervisor John Deitz issued Petitioner a supervisory conference memorandum detailing his record of absenteeism and stating that he had violated the DPR Standards of Conduct for excessive absence. The memorandum stated: "As of 7/20/22[,] you have excessive absences totaling 14 missed days (with only 1 being documented sick) and 3 days 'Late.'" (Ans., Ex. 18) A summary of Petitioner's attendance record at DPR was attached to the memorandum. On July 23, 2022, Petitioner was terminated for absenteeism.

POSITIONS OF THE PARTIES

Petitioner's Position

Petitioner claims that the City retaliated against him because he filed an improper practice petition, contacted his Union regarding a late paycheck, and requested to be transferred. Petitioner

[5] Petitioner did not provide advance notice for any of his July absences.

[6] The accommodation did not permit Petitioner to have undocumented absences from work.

asserts that this retaliation began in May of 2022, after he requested that his Union conduct a payroll inquiry. He argues that, following this inquiry, his supervisors retaliated against him by refusing his transfer requests and disciplining him for lateness and absenteeism.

Additionally, Petitioner alleges that after he first asserted his Weingarten rights on June 22, 2022, the City violated these rights on June 26 when his supervisor handed him a supervisory memorandum despite his request for a Union representative be present. Petitioner argues that his request to be given his old assignment and title back was denied in retaliation for his union activity. As a remedy, Petitioner seeks to be reinstated as a CSA in a Parks District closer to where he lives and seeks pay for the days he was marked AWOL.

City's Position

The City claims that it did not retaliate against Petitioner in violation of NYCCBL § 12-306(a)(1) and (3) or violate his Weingarten rights. The City acknowledges that filing the prior improper practice petition constitutes protected union activity but contends that none of Petitioner's supervisors were aware of that petition. By contrast, the City acknowledges that Petitioner's supervisors were aware of his payroll inquiry but aver that it is not protected union activity because it was made on behalf of petitioner in an individual capacity. The City argues that Petitioner has not engaged in any protected activity in 2022. As evidence that it did not retaliate against him, the City notes that Petitioner was re-hired and promoted after the prior petition was dismissed. Concerning Petitioner's transfer requests, the City contends they were not protected union activity because they are actions related to a personal issue and were not made in furtherance of the collective welfare of employees in general. The City argues that Petitioner has not demonstrated any causal connection between his prior union activity and the alleged retaliatory action. It maintains that Petitioner did not have the right to be transferred as he pleased. It also

asserts that the petition contains no facts to support the claim that Petitioner was engaged in any protected activity aside from filing his prior improper practice petition. The City argues that regardless of whether Petitioner engaged in protected union activity, the City had a legitimate business interest in disciplining and terminating Petitioner due to his repeated absences and insubordination.

Regarding Petitioner's Weingarten rights claim, the City denies that Cromer questioned Petitioner about a disciplinary matter, made any comments regarding the Union, and that he or any of Petitioner's other DPR supervisors were aware that Petitioner had filed a prior petition with this Board. The City avers that on June 25, 2022, Maxwell and Ross attempted to provide Petitioner with a supervisory memorandum. On that date, Petitioner requested union representation, and Maxwell and Ross ceased communicating with Petitioner. In addition, the City asserts that the decision to present Petitioner with the memorandum had been made prior to the June 26, 2022 meeting and that Petitioner was never interviewed or questioned without a Union representative being present. Further, the City contends that Petitioner was not entitled to union representation because he was merely being presented with disciplinary charges. The City argues that, despite repeatedly invoking his Weingarten rights, Petitioner continued to contact numerous DPR officials but never contacted his Union. As evidence, the City notes that on July 14, 2022, Petitioner admitted that he had not contacted anyone from his Union.

DISCUSSION

"Recognizing that a *pro se* Petitioner may not be familiar with legal procedure, the Board takes a liberal view in construing a *pro se* Petitioner's pleadings." *Bonnen*, 9 OCB2d 7, at 15 (BCB 2016) (quoting *Rosioreanu*, 1 OCB2d 39, at 2 n. 2 (BCB 2008), *affd.*, *Matter of Rosioreanu*

v. NYC Off. of Collective Bargaining, Index No. 116796/2008 (Sup. Ct. N.Y. Co. Mar. 30, 2009) (Sherwood, J.), *affd*., 78 A.D.3d 401 (1st Dept. 2010), *lv. denied*, 17 N.Y.3d 702 (2011)) (internal quotation and editing marks omitted). Since no hearing was held in this matter, in reviewing the sufficiency of the petition, "we draw all permissible inferences in favor of Petitioner from the pleadings and assume for the sake of argument that the factual allegations contained in the petition are true." *Morris*, 3 OCB2d 19, at 12 (BCB 2010) (citing *Seale*, 79 OCB 30 (BCB 2007); *D'Onofrio*, 79 OCB 3, at 20, n. 11 (BCB 2007)).

To determine whether an action violates NYCCBL § 12-306(a)(3), this Board applies the test enunciated in *City of Salamanca*, 18 PERB ¶ 3012 (1985), and adopted by the Board in *Bowman*, 39 OCB 51 (BCB 1987). This test states that, in order to establish a *prima facie* claim of retaliation, a petitioner must demonstrate that:

1. the employer's agent responsible for the alleged discriminatory action had knowledge of the employee's union activity; and

2. the employee's union activity was a motivating factor in the employer's decision.

Bowman, 39 OCB 51, at 18-19; *see also Feder*, 4 OCB2d 46, at 42 (BCB 2011).

The first prong of the *prima facie* case is satisfied where "the employer is shown to have knowledge of the protected union activity." *CSTG, L. 375*, 7 OCB2d 16, at 20 (BCB 2014) (citing *Local 376, DC 37*, 4 OCB2d 58, at 11 (BCB 2011); *Local 376, DC 37*, 73 OCB 15, at 13 (BCB 2004)), *affd.*, *Matter of Donas v. City of New York & New York City Office of Collective Bargaining*, Index No. 101265/2014 (Sup. Ct. N.Y. Co. Oct. 23, 2015) (Wooten, J.). Here, Petitioner alleges that he engaged in union activity by filing an improper practice petition in August 2021, asking that a payroll inquiry be conducted in May 2022, and by requesting transfers in May and June 2022. Petitioner filed an improper practice petition against DPR less than a year before

he filed the instant case. Like this case, the prior petition named DPR as a respondent. Filing an improper practice petition constitutes protected activity and because the DPR was a respondent in both actions we find that DPR was aware of the prior petition. *See Local 376*, 14 OCB2d 22, at 16-17 (BCB 2021) (knowledge of filing an improper practice petition sufficient to satisfy the first prong of the *Bowman/Salamanca* test). More recently, it is clear that petitioner sought to enforce his contractual rights, specifically to be paid for days he had been marked as AWOL. Therefore, while some of his actions may have been simply an effort to be transferred, which is not a contractually protected right, his other actions meet the standard to fulfill the first prong of *Bowman/Salamanca*. Accordingly, the first prong has been met.[7]

Proof of the second prong, "absent an 'outright admission of any wrongful motive, . . . must necessarily be circumstantial.'" *CSTG, L. 375*, 7 OCB2d 16, at 20 (quoting *CWA, L. 1180*, 77 OCB 20, at 15 (BCB 2006)) (additional citation omitted). However, a "petitioner must offer more than speculative or conclusory allegations." *Local 1180, CWA*, 8 OCB2d 36, at 18 (BCB 2015) (quoting *SBA*, 75 OCB 22, at 22 (BCB 2005)). Rather, "allegations of improper motivation must be based on statements of probative facts." *Edwards*, 1 OCB2d 22, at 17 (BCB 2008) (quoting *Ottey*, 67 OCB 19, at 8 (BCB 2001)) (internal quotation marks omitted); *see also SSEU, Local 371*, 77 OCB 35, at 15 (BCB 2006). It is well-established that while "temporal proximity alone is not sufficient to establish causation, the temporal proximity between the protected union activity and the alleged retaliatory action, in conjunction with other facts supporting a finding of improper motivation, [may be] sufficient to satisfy the second element of the *Bowman/Salamanca* test." *Feder*, 4 OCB2d 46, at 44 (citations omitted); *see also SSEU, L. 371*, 75 OCB 31, at 13

[7] We do not reach the City's arguments concerning Petitioner's additional alleged protected activities.

(BCB 2005), *affd.*, *Matter of Soc. Serv. Empls. Union, L. 371 v. New York City Bd. of Collective Bargaining*, Index No. 116054/2005 (Sup. Ct. N.Y. Co. May 30, 2006) (Stallman, J.), *affd.*, 47 A.D.3d 417 (1st Dept. 2008).

While Petitioner has shown he was engaged in protected activity in filing a prior improper practice petition we find that Petitioner failed to demonstrate that this protected union activity was a motivating factor in the City's decision to discipline and ultimately terminate him. Petitioner claims that supervisor Cromer was angry after he sought the Union's assistance. This occurred in June of 2022, less than 18 months after Petitioner filed his prior improper practice petition. While there is temporal proximity between this protected activity and the alleged retaliatory action, the undisputed facts and chronology demonstrate that the City was willing to re-hire, promote, and accommodate Petitioner after he filed the prior improper practice petition. Following Cromer's comment on June 14, 2022, DPR promoted Petitioner to the position of FPO. DPR's re-hiring and promoting Petitioner after he had engaged in protected union activity support the inference that the City did not harbor any anti-union animus against Petitioner for filing the prior improper practice petition.

Similarly, Petitioner did not present evidence that any other non-managerial employee was allowed to transfer between work assignments at will. It is undisputed that prior to accepting the promotion to FPO, Petitioner was informed that FPOs do not have the right to choose their assignments or their shift.[8] Petitioner was also informed of DPR policy that it considers employees

[8] We note that Petitioner's claims regarding the denial of his transfer requests that arose prior to March 2, 2022, are not timely filed. *See Nardiello*, 2 OCB2d 5, at 28 (BCB 2009) (citations omitted).

who fail to provide notice that they are calling out of work more than one hour before their scheduled shift to be AWOL.

Further, Petitioner does not deny or dispute that between February and July 2022, he was AWOL without documentation on fourteen occasions. (Ans., Ex. 18) As a result, although we grant Petitioner every permissible inference, the evidence presented is insufficient to support an inference of improper motivation for failure to grant Petitioner's transfer requests and the discipline imposed. *See SSEU, L. 371*, 75 OCB 31, at 13 (noting that "proximity in time, without more, is insufficient to support an inference of improper motivation") (citation omitted); *see also CSTG, L. 375*, 7 OCB2d 16, at 20. Therefore, we find that Petitioner has not established a *prima facie* case of retaliation in connection with the filing of his prior improper practice petition or his payroll inquiry.

It is a violation of NYCCBL § 12-306(a)(1) "for an employer to refuse a public employee the right, *upon the employee's demand*, to representation by a representative of the [Union] at a meeting or interview with the employer where the employee reasonably believes that the interview could result in disciplinary measures."[9] *Holmes*, 4 OCB2d 14, at 15 (BCB 2011) (quoting *DC 37, L. 1549*, 3 OCB2d 2, at 21 (BCB 2010)) (additional citation and internal quotation marks omitted) (emphasis in original); *see* New York Civil Service Law Article 14 ("CSL") § 209-a(1)(g). We have found that Weingarten rights do not arise when an interview is not investigatory in nature. *See Taylor,* 11 OCB2d 4, at 9-10 (BCB 2018) (citing *Amoco Oil Co*., 238 NLRB 551, 552 (1978)

[9] The right to union representation at such meetings was first enunciated under the National Labor Relations Act by the Supreme Court in *Nat. Labor Relations Bd. v. J. Weingarten, Inc*., 420 U.S. 251 (1975). Thus, cases decided upon the Taylor Law and the NYCCBL that address this right generally refer to it as a "Weingarten" right.

(an interview is not investigatory where the employer has already determined to discipline the employee)).

Here, we find that none of the three occasions on which Petitioner alleges that the City violated his Weingarten rights were investigatory in nature and that, therefore, there were no grounds for the invocation of Weingarten rights. *See Local 376, DC* 37, 4 OCB2d 64, at 15 (BCB 2011) (violation of the NYCCBL requires a "valid invocation" of an employee's Weingarten rights). The record demonstrates that the first time Petitioner requested his Weingarten right was on June 22, 2022, after Mathai refused Petitioner's transfer request to a new work location. Based on these facts, we cannot conclude that Mathai was requesting to interview or even meet with Petitioner, and therefore, there was simply no basis upon which he was entitled to union representation. Next, Petitioner repeated his request for union representation in person to his supervisors when they attempted to hand him a disciplinary memorandum concerning his absences on June 25, 2022. However, due to this request, it is undisputed that Petitioner was not handed the disciplinary memorandum. Therefore, there was no evidence that the City took any actions to meet with or interview Petitioner without union representation. Petitioner requested union representation a third time when he received the disciplinary memorandum the next day, June 26, 2022. With respect to this request, Petitioner has not alleged that he was subject to an investigatory interview following that invocation nor does the evidence reflect that he was. Instead, the allegations make clear that the memorandum had already been drafted and Ross made no attempt to discuss Petitioner's conduct. As a result, we cannot conclude that Petitioner reasonably believed that he would be disciplined as a result of the interaction and was entitled to union representation during any of these interactions with his supervisors. *See Taylor,* 11 OCB2d 4, at 9-10 (citing *Amoco Oil Co*., 238 NLRB at 552 (finding no violation of an employee's Weingarten rights where,

after a request for union representation was made, the supervisor conducting the meeting merely informed the employee of his suspension and made no attempt to "question him, engage in any manner of dialogue, or participate in any other interchange which could be characterized as an interview")).

Therefore, the petition is dismissed in its entirety.

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 verified improper practice petition filed by Michael Noonan against the New York City Department of Parks and Recreation, docketed as BCB-4489-22, is hereby dismissed in its entirety.

Dated: February 2, 2023
New York, New York

SUSAN J. PANEPENTO
CHAIR

ALAN R. VIANI
MEMBER

M. DAVID ZURNDORFER
MEMBER

CAROLE O'BLENES
MEMBER

CHARLES G. MOERDLER
MEMBER