Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	
David Antoine, Donna G. Green, Michael Lane, and Robert Mills,	PERB Case No. 14-U-17
Complainants,	Opinion No. 1496
v.	
International Brotherhood of Teamsters, Local 730,	Decision and Order
Respondent.	

DECISION AND ORDER

I. Statement of the Case

The Complainants in this case filed an unfair labor practice complaint alleging that the International Brotherhood of Teamsters, Local 730 ("Union"), failed to represent them during negotiations of an initial collective bargaining agreement ("CBA") with Complainants' employing agency, the D.C. Department of General Services ("DGS"), when the Union disclaimed the units. Further, Complainants allege that the Union failed to provide the bargaining units with a written copy of its disclaimer after Complainants requested that it do so. Finally, Complainants allege the Union violated its duty of fair representation because the disclaimer left the bargaining units unprotected.

The issues before PERB are: 1) whether the Union's disclaimer of the bargaining units it represented during contract negotiations constitutes an unfair labor practice or a violation of the standards of conduct under the Comprehensive Merit Personnel Act ("CMPA"); and 2) whether the Union had an obligation to pursue interest arbitration after the membership rejected DGS'

last, best and final offers dealing with certain compensation items. The Union denies that it committed either a standards of conduct violation or an unfair labor practice and raises in its Answer to the Complaint the affirmative defense that the Complaint fails to state a violation of the applicable Standards of Conduct. Respondent further asserts that it had no obligation to continue to represent the Complainants' bargaining units after protracted negotiations failed to yield an agreement. For the reasons discussed herein, PERB dismisses the complaint in its entirety.

II. Background

The Union was certified as the exclusive representative of the Complainants' bargaining units in PERB Case No. 06-RC-03, Certification Nos. 142 and 143 (2008).[1] According to the Certifications, the Union represented two (2) units consisting of both full and part-time employees, some of whom were in skilled, professional and non-professional positions.[2] The Complainants served on the negotiation team, consisting of 2 members from each unit.[3] For approximately seven (7) years, the Union attempted to negotiate an initial collective bargaining agreement on behalf of the two units.[4] It is undisputed that the Union did not collect any dues from the bargaining units' members during the entire seven (7) year negotiation period, and there is no evidence that a dues check-off agreement was negotiated with DGS.[5] In fact, no collective bargaining agreement was ever agreed upon or adopted.[6] On January 23, 2014, the Union met with Complainants and presented them with DGS's last, best and final offers.[7] The Union informed Complainants at that meeting that if the bargaining units rejected DGS's offers, the Union would consider disclaiming the bargaining units because it could not continue to subsidize the units through impasse and interest arbitration proceedings.[8] When the bargaining units rejected the agency's last best offers, the Union promptly notified DGS representatives in writing that it had "unconditionally and irrevocably" disclaimed any interest in representing the bargaining units.[9]

Complainants argue that the Union failed to represent their interests during the negotiations which caused them "loss of full pay and salary commensurate with their daily duties and functions."[10] Complainants state that when they voted to reject the agency's last best offer, they expected the Union to declare an impasse and advance the negotiations to arbitration, not to disclaim the bargaining units.[11] Although the Complainants admit that the Union did advise

---

[1] (Complaint, Exhibit 3).
[2] *Id.*
[3] *Id.*
[4] (Complaint at 1).
[5] *Id.* at 1-2.
[6] (Answer at 2).
[7] *Id.*
[8] *Id.*
[9] (Answer at 2-3); *see also* (Complaint, Exhibit 4).
[10] (Complaint at 1).
[11] *Id.* at 2-3.

them informally of its intent to disclaim the units, they nonetheless allege that the Union never provided its written disclaimer to the bargaining units despite Complainants' specific written request that it do so.[12] Complainants argue that the Union's disclaimer left the bargaining units unprotected, and therefore the Union breached its duty to properly and fairly represent the units pursuant to PERB's order in Case No. 06-RC-03, Certification Nos. 142-143.[13] Complainants' state that as a remedy, they are seeking "clarification of PERB's orders and a ruling which states that the Union has acted illegally and improperly, as well as guidance which will ensure the protection of [the bargaining units'] rights."[14]

III. Analysis

A. Preliminary Issues

The Complaint in this matter is styled as an unfair labor practice ("ULP") complaint (presumably under D.C. Official Code §§ 1-617.04(b)(1) and (3)).[15] However, the allegation that the Union breached its duty to fairly represent its members during negotiations more closely resembles a standards of conduct ("SOC") complaint[16] under D.C. Official Code § 1-617.03(a)(1).[17] Because *pro se* litigants are entitled to a liberal construction[18] of their pleadings when determining whether a proper cause of action has been alleged,[19] PERB will evaluate Complainants' allegations both as a ULP complaint and as a SOC complaint.[20]

Additionally, PERB Rules 520.8 and 544.8 state: "[t]he Board or its designated representative shall investigate each complaint." PERB Rules 520.10 and 544.10 state that "[i]f the investigation reveals that there is no issue of fact to warrant a hearing, the Board may render a decision upon the pleadings...." However, PERB Rules 520.9 and 544.9 state that if "the

---

[12] *Id.* at 3.
[13] *Id.*
[14] *Id.*
[15] D.C. Official Code §§ 1-617.04(b)(1) and (3): "Employees, labor organizations, their agents, or representatives are prohibited from: (1) Interfering with, restraining, or coercing any employees or the District in the exercise of rights guaranteed by this subchapter; ... (3) Refusing to bargain collectively in good faith with the District if it has been designated in accordance with this chapter as the exclusive representative of employees in an appropriate unit."
[16] See *Charles Bagenstose v. Washington Teachers' Union, Local No. 6*, 59 D.C. Reg. 3808, Slip Op. No. 894 at ps. 7-8, PERB Case No. 06-U-37 (2007) (holding that unions have a duty to fairly represent their members, and will breach that duty if they engage in conduct that is arbitrary, discriminatory, or in bad faith).
[17] D.C. Official Code § 1-617.03(a)(1): "(a) ... A labor organization must certify to the Board that its operations mandate the following: (1) ...fair and equal treatment under the governing rules of the organization...."
[18] PERB precedent holds that the term "liberal construction" means giving Complainants a reasonable opportunity to present their case without undue focus on technical flaws or imperfections. See *Charles Bagenstose v. Washington Teachers' Union, Local No. 6*, 59 D.C. Reg. 3808, Slip Op. No. 894 at p. 3, PERB Case No. 06-U-37 (2007) (citing *Haines v. Kerner*, 404 U.S. 519, 520-21 (1972); and *Mack v. Fraternal Order of Police/Metropolitan Police Department Labor Committee*, 49 D.C. Reg. 1149, Slip Op No. 443 at p. 2, PERB Case No. 95-U-16 (1995)).
[19] See *Thomas J. Gardner v. District of Columbia Public Schools and Washington Teachers' Union, Local 67, AFT AFL-CIO*, 49 D.C. Reg. 7763, Slip Op. No. 677, PERB Case Nos. 02-S-01 and 02-U-04 (2002).
[20] See PERB Rule 501.1, which states that "[t]he rules of the Board shall be construed broadly to effectuate the purposes and provisions of the CMPA."

investigation reveals that the pleadings present an issue of fact warranting a hearing, the Board shall issue a Notice of Hearing and serve it upon the parties."

In this matter, Respondents generally denied Complainants' legal conclusions, but did not dispute the Complaint's underlying alleged facts, which are the following: (1) the Union notified Complainants and other members of the negotiation team that if the bargaining units rejected DGS's last best offers, it would consider disclaiming representation of the bargaining units; (2) the bargaining units rejected the agency's last best offers; and (3) the Union disclaimed its interest in representing the bargaining units.[21] Because these facts are undisputed by the parties, leaving only legal questions to be resolved, PERB finds it can properly decide this matter based upon the pleadings in the record in accordance with PERB Rules 520.10 and 544.10.[22]

B. Complainants' Allegations Do Not Establish that the Union Committed an Unfair Labor Practice

In order for PERB to find that the Union committed an unfair labor practice under D.C. Official Code §§ 1-617.04(b)(1) or (3), Complainants must demonstrate that the Union acted in bad faith when it disclaimed its interest in representing the bargaining units, and/or that it interfered with, restrained, or coerced the bargaining units in the exercise of their rights.

In the absence of any PERB caselaw governing disclaimers or similarly alleged conduct, PERB turns to precedents established by the National Labor Relations Board ("NLRB").[23] NLRB caselaw holds that "an exclusive bargaining agent may avoid its statutory duty to bargain on behalf of the unit it represents by unequivocally and in good faith disclaiming further interest in representing the unit."[24] In order to meet the "unequivocal" and "good faith" requirements, the disclaiming Union must not engage in conduct that is inconsistent with its disclaimer,[25] such as collecting dues,[26] picketing,[27] making demands on the employer,[28] initiating new grievances,[29]

---

[21] (Complaint at 1-3, Exhibit 4); (Answer at 1-4).

[22] *See Fraternal Order of Police/Metropolitan Police Department Labor Committee v. District of Columbia Metropolitan Police Department*, 60 D.C. Reg. 5337, Slip Op. No. 1374 at p. 11, PERB Case No. 06-U-41 (2013); *see also American Federation of Government Employees, AFL-CIO Local 2978 v. District of Columbia Department of Health*, 60 D.C. Reg. 2551, Slip Op. No. 1356 at p. 7-8, PERB Case No. 09-U-23 (2013).

[23] *See American Federation of Government Employees, Local 631 v. District of Columbia Water and Sewer Authority*, 60 D.C. Reg. 16462, Slip Op. No. 1435 at p. 9, PERB Case No. 13-N-05 (2013) (*citing American Federation of Government Employees, Local 2741 v. D.C. Dep't of Parks and Recreation*, 50 D.C. Reg. 5049, Slip Op. No. 697 at p. 4, PERB Case No. 00-U-22 (2002)).

[24] *Production and Maintenance Union, Local 101, Chicago Truck Drivers Union (Bake-Line Products) and Efrain Jimenez, Bake Line Products, Inc.*, 329 NLRB 247, 248 (1999) (*citing Dycus v. NLRB*, 615 F2.d 820 (9th Cir. 1980), eng. sub nom. *Teamsters Local 42 (Grinnell Fire Protection)*, 235 NLRB 1168 (1978)).

[25] *Id.*

[26] *See American Sunroof Corporation – West Coast, Inc. and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, United Auto Workers*, 243 NLRB 1128, 1129 (1979).

[27] See *Queen's Table, Inc.b/b/a Rochelle's Restaurant and Local California Joint Executive Board of Hotel and Restaurant Employees and Bartenders, International Union of Long Beach and Orange County, AFL-CIO*, 152 NLRB 1401, 1402-03 (1965).

or otherwise holding itself out to still be the bargaining unit's representative.[30] Furthermore, the disclaimer cannot have been effectuated for an improper purpose, such as seeking to evade the terms and obligations of a collective bargaining agreement.[31] The NLRB reasons that when a union disclaims a bargaining unit, it does not breach its duty of fair representation because that duty "is the corollary to a union's power and authority to act as the exclusive representative of a bargaining unit" and that "[w]hen a union relinquishes its authority to do so, the corresponding duty of fair representation terminates."[32]

In this case, PERB finds that there is no evidence to support Complainants' allegation that the Union failed to represent the bargaining units during negotiations. Complainants assert that in or around 2007, the units had been mis-categorized by the District when they were transferred from D.C. Public Schools ("DCPS") to the Office of Public Education Facilities Modernization ("OPEFM"), and that that mis-categorization resulted in a pay disparity.[33] The disparity was not corrected when they were again transferred from OPEFM to the Department of General Services ("DGS") in 2011.[34] Complainants state that the bargaining units rejected the agency's last best offer because the offer did not correct the disparity.[35] Notwithstanding, PERB finds there is no evidence that the Union unfairly represented the bargaining units during the negotiations. On the contrary, the facts that the Union represented the units during CBA negotiations for seven (7) years without collecting any dues and successfully negotiated a 3% pay increase for the units in FY 2013, with additional 3% increases each year until FY 2017, all demonstrate that the Union properly fulfilled its duty to represent the units in good faith during the negotiations.[36] Further, since Complainants have not presented any evidence to show that the Union's actions in any way caused the pay disparity, PERB finds that the Union's actions during negotiations did not interfere with, restrain, or coerce the bargaining units in the exercise of their rights under D.C. Official Code § 1-617.04(b)(3).

Additionally, there is no evidence that the Union's unwillingness to continue subsidizing the bargaining units through the impasse and arbitration processes violated D.C. Official Code §§ 1-617.04(b)(1) or (3). In *Chicago Truck Drivers Union, supra*, 329 NLRB at 249, the NLRB found that a union can lawfully warn its members that it will disclaim them if the members vote to support a course of action that will hinder the union's ability to collect dues. The NLRB reasoned that:

> ...[T]here is a necessary connection between a union's collection of dues and a union's continued representation of employees. It is an economic reality that a union needs the assured payment of dues

---

[28] *Id.*
[29] *Chicago Truck Drivers Union, supra*, 329 NLRB at 248 (citing *Dycus, supra*).
[30] *Id.*
[31] *Id.*
[32] *Id.*
[33] (Complaint at 2).
[34] *Id.*
[35] *Id.* at 2-3.
[36] *Id.*

> from at least some employees in order to afford continuing to represent them. *Automotive & Allied Industries Local 618 (Sears, Roebuck & Co.)*, 324 NLRB 865, 866 fn. 12 (1997). A union [reasonably needs] assurance that a sufficient number of employees will make regular payments on a voluntary basis. Thus, when a union says it may disclaim representation if [that ability to collect dues is threatened], this is a statement based on the objective reality of representation.[37]

While PERB acknowledges that labor organizations are generally charged with the primary responsibility to negotiate a collective bargaining agreement, it must be able to finance this endeavor with the payment of membership dues.[38] In the instant case, the bargaining units' employees had not paid dues—nor were any collected—during the entire seven (7) years of negotiations. Further, it is undisputed that the Union fully and in good faith allowed the Complainants to participate in negotiations, despite the fact that they were not dues paying members.[39] When the agency made its last best offer, which would have finalized a collective bargaining agreement and allowed the Union to begin collecting dues, the Union lawfully warned Complainants that if the bargaining units rejected DGS's offer, the Union would consider disclaiming them.[40] Based on the above-cited precedent, the Union's forewarning and disclaimer were lawful because the bargaining units' rejection hindered the Union's ability to collect dues.[41] Accordingly, PERB finds that neither the Union's warning nor its eventual disclaimer violated D.C. Official Code §§ 1-617.04(b)(1) or (3).

Additionally, despite Complainants' expectations, the Union had no obligation to continue subsidizing the bargaining units through a potentially costly impasse and arbitration process.[42] As stated above, a union can avoid its statutory duty under D.C. Official Code § 1-617.04(b)(3) to bargain on behalf of the unit it represents for almost any reason as long as: it unequivocally and in good faith disclaims its interests in representing the unit; the disclaimer is not for an improper purpose such as attempting to avoid the terms and conditions of a collective bargaining agreement; and the union does not act in a manner that is inconsistent with the disclaimer.[43] In this case, the Union was the bargaining units' certified representative, and properly discharged its statutory duty when it pursued contract negotiations for a protracted period of time with the Complainants as members of the negotiation team.[44] Further, PERB has

---

[37] *Chicago Truck Drivers Union, supra*, 329 NLRB at 249.
[38] *Id.*
[39] As a rule, those who are not members of the union have no right to vote or participate in the meetings of the labor organization, "including those called to ratify contract proposals." *American Federation of Government Employees, Local 2000 and Massengale*, 14 FLRA 617, 631 (1984).
[40] (Complaint at 2-3, and Exhibit 4); (Answer at 2).
[41] *Chicago Truck Drivers Union, supra*, 329 NLRB at 249; *see also Brewery Drivers and Helpers Local Union 133, Affiliated with the International Brotherhood of Teamsters, AFL-CIO (Riverfront Distributing, Inc.) and Glenn Mitchell*, 14-CB-8376 (NLRB Div. of Judges 1995).
[42] (Complaint at 2-3).
[43] *Chicago Truck Drivers Union, supra*, 329 NLRB at 248-249.
[44] *Id.* at 249; (Answer at 3).

already found that the Union's stated reason for disclaiming the units—that it could not afford to continue subsidizing the units during the impasse and arbitration process—was reasonable and did not constitute bad faith.[45] Furthermore, the record shows that the Union did not disclaim the units for an improper purpose such as trying to avoid the terms of a collective bargaining agreement because there was no collective bargaining agreement to avoid.[46] Nor is there any evidence in the record to show that the Union's actions were discriminatory, arbitrary, or done in bad faith.[47] Finally, Complainants have not shown that the Union engaged in conduct that was in any way inconsistent with its disclaimer, such as continuing to collect dues or otherwise holding itself out to still be the bargaining units' representative. Therefore, PERB rejects Complainants' argument that the Union violated D.C. Official Code §§ 1-617.04(b)(1) or (3) when it elected not to declare impasse and represent the bargaining units through the arbitration process.

In regard to Complainants' argument that the Union violated D.C. Official Code §§ 1-617.04(b)(1) or (3) when it failed to provide a written copy of its disclaimer to the bargaining units, Complainants did not cite—nor can PERB find—any caselaw that establishes a duty on the part of a union to provide a written copy of its disclaimer to the bargaining unit. Indeed, in most cases the union's formal notice of disclaimer was only provided to the employer.[48] In this case it is uncontested that the Union forewarned Complainants that it would disclaim the bargaining units if they rejected DGS's last best offer, and Complainants acknowledge that the Union provided them verbal notice of its disclaimer once the units' rejected the offer.[49] Accordingly, in the absence of any caselaw that required the Union to provide a written copy of its disclaimer to the bargaining units, PERB finds that the Union did not commit a an unfair labor practice, nor a standards of conduct violation when it elected to only provide verbal notice of its disclaimer to Complainants.[50]

Lastly, PERB finds that Complainants' argument that the Union's disclaimer left the bargaining units unprotected in violation of PERB's order in Case No. 06-RC-03, Certification Nos. 142-143, likewise fails. As previously stated, PERB finds that the Union's disclaimer of interest met the "unequivocal" and "good faith" requirements; that it was not for an improper purpose; and that the Union's conduct was not inconsistent with the disclaimer in any manner.[51] Additionally, nothing in the Union's disclaimer prevented the bargaining units from soliciting another union to represent them once the disclaimer was issued. Therefore, under the NLRB

---

[45] *Id.*
[46] *Id.* at 248; (Answer at 2).
[47] *Id.*
[48] *See Dycus, supra,* 615 F.2d. at 824 (where the union only provided notice of its disclaimer to the employer, not to the bargaining unit); *Queen's Table, supra,* 152 NLRB at 1403 (where the NLRB found that the union's disclaimer was not valid in part because the union failed to notify the employer that it had disclaimed the bargaining unit, but made no such finding regarding the union's failure to notify the bargaining unit); *and United Steel Workers of America, Local 14693, AFL-CIO-CLC and Skibeck, P.L.C., Inc.,* 345 NLRB 754 at (2005) (wherein the NLRB noted that bargaining unit members learned of the union's disclaimer only after it had been delivered to the employer).
[49] (Complaint at 2-3).
[50] (Complaint at 3, and Exhibit 4); (Answer at 2).
[51] *Chicago Truck Drivers Union, supra,* 329 NLRB at 248-249.

precedents discussed above, which PERB hereby adopts, the Union is no longer statutorily obligated under D.C. Official Code § 1-617.04(b)(3) to represent the bargaining units.[52]

Accordingly, based on the foregoing, PERB finds that the Complainants have not stated any allegations that, if proven, would constitute an unfair labor practice under D.C. Official Code §§ 1-617.04(b)(1) or (3).

C. Complainants' Allegations Do Not Constitute a Standards of Conduct Violation

PERB precedent holds that in order for PERB to find that the Union violated its duty to fairly represent the bargaining units under the standards of conduct stated in D.C. Official Code § 1-617.03(a)(1), Complainants must demonstrate that the Union's conduct was arbitrary, discriminatory, or done in bad faith, or was based on irrelevant, invidious, or unfair considerations.[53] In *Katrina Osborne, et. al v. AFSCME, Local 2095, et al.*, Slip Op. No. 713 at p. 5, PERB Case Nos. 02-U-30 & 02-S-09 (May 21, 2003), PERB stated:

> "Under [D.C. Official Code § 1-617.03(a)(1)], a member of the bargaining unit is entitled to 'fair and equal treatment under the governing rules of the [labor] organization'. As [the] Board has observed: '[the union] as the statutory representative of the employee is subject always to complete good faith and honesty of purpose in the exercise of its discretion regarding the handling of union members' interest'." *Stanley Roberts v. American Federation of Government Employees*, Local 2725, 36 D.C. Reg. 1590, Slip Op. No. 203 at p. 2, PERB Case No. 88-S-01 (1989). The Board has determined that "the applicable standard in cases [like this], is not the competence of the union, but rather whether its representation was in good faith and its actions motivated by honesty of purpose. ... [Furthermore,] 'in order to breach this duty of fair representation, a union's conduct must be arbitrary, discriminatory or in bad faith, or be based on considerations that are irrelevant, invidious or unfair'." *Id.*

In this case, PERB has already found herein that nothing in the Union's alleged actions constituted bad faith. Indeed, the Union diligently represented the units for seven (7) years and negotiated a collective bargaining proposal that would have given the units annual 3% raises between FY 2013 through FY 2017.[54] There is simply no evidence that the Union's negotiations leading up to or at the time of that offer constituted bad faith.[55] Nor was it bad faith when the

---

[52] *Id.*

[53] *Dr. Henry Skopak v. D.C. Commission on Mental Health Services and Doctors Council of the District of Columbia*, Op. No. 737 at ps. 3, 5, PERB Case Nos. 02-S-07 and 02-U-21 (May 24th 2004).

[54] (Complaint at 2).

[55] *Osborne, et. al v. AFSCME, et al., supra*, Slip Op. No. 713 at p. 5, PERB Case Nos. 02-U-30 & 02-S-09.

Union reasonably determined that it could not afford to subsidize the units through the potentially costly impasse and arbitration process once the units rejected DGS's offer.[56]

Additionally, the Union's forewarning to Complainants that it would disclaim the units if they rejected DGS's last best offer demonstrates that the Union maintained an honesty of purpose and that it did not attempt in any way to deceive or mislead the members.[57] Similarly, based on the reasoning stated above that unions have a right to be concerned about the costs of representing a bargaining unit, PERB finds that the Union's disclaimer did not constitute an improper exercise of its discretion regarding the handling of the bargaining units' interests.[58]

Finally, Complainants have not offered any evidence to show that the Union's actions or the purposes behind them were arbitrary, discriminatory, irrelevant, intentionally invidious, or unfair, or that there were any other matters (e.g., grievances, other representation matters, etc.) still pending when the Union issued the disclaimer.[59] Additionally, Complainants have not alleged that the Union's disclaimer in any way prevented the bargaining units from seeking alternative representation.

Therefore, in accordance with the established precedents stated herein, PERB finds no evidence that the Union violated its duty of fair representation under D.C. Official Code § 1-617.03(a)(1).[60]

D. Decision

Based on the foregoing, PERB finds that the Complainants have not stated any allegations that, if proven, would constitute an unfair labor practice or a standards of conduct violation. Accordingly, the complaint is dismissed in its entirety with prejudice.

---

[56] *Id.*
[57] *Id.*
[58] *Id.*
[59] *Id.*
[60] *Id.*

ORDER

IT IS HEREBY ORDERED THAT:

1. The Complaint is dismissed in its entirety with prejudice.

2. Pursuant to Board Rule 559.1, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By unanimous vote of Board Chairperson Charles Murphy, and Members Donald Wasserman and Keith Washington

November 20, 2014

Washington, D.C.

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 14-U-17, Opinion No. 1496, was transmitted *via* File & ServeXpress and U.S. Mail to the following parties on this the 24th day of November, 2014.

Diana M. Bardes, Esq.
John R. Mooney, Esq.
Mooney, Green, Saindon,
Murphy & Welch, P.C.
1920 L. Street, N.W.
Suite 400
Washington, DC 20036

VIA FILE & SERVEXPRESS AND U.S. MAIL

Dave Antoine
12818 Town Center Way
Upper Marlboro, MD 20772

VIA FILE & SERVEXPRESS AND U.S. MAIL

Robert Mills
506 Mace Drive
Fort Washington, MD 20744

VIA FILE & SERVEXPRESS AND U.S. MAIL

Donna Green
501 Quackenbos Street, N.W.
Washington, DC 20011

VIA FILE & SERVEXPRESS AND U.S. MAIL

Michael Lane
1334 Locust Road, N.W.
Washington, DC 20012

VIA FILE & SERVEXPRESS AND U.S. MAIL

/s/ Sheryl Harrington
PERB