GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:	
FRATERNAL ORDER OF POLICE/ METROPOLITAN POLICE DEPARTMENT LABOR COMMITTEE,	PERB Case Nos. 02-U-11 and 02-U-14
	Opinion No. 736
Complainant,	
v.	
DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT,	
Respondent.	

DECISION AND ORDER

This case involves an unfair labor practice complaint[1] filed by the Fraternal Order of Police/Metropolitan Police Department Labor Committee ("Complainant", "FOP", or "Union") alleging that the District of Columbia Metropolitan Police Department (" Respondent", "MPD", or "Department") violated D.C. Code §1-617.04 (a)(5)(2001ed.).[2] Specifically, FOP asserts that MPD committed an unfair labor practice by refusing to engage in impact and effects bargaining with FOP concerning a: (1) reorganization[3] and (2) Memorandum of Agreement (MOA) involving changes

[1]PERB Case Nos. 02-U-11 and 02-U-14 were consolidated.

[2]Throughout this Opinion, all references to the D.C. Code are to the 2001 edition.

[3] FOP contends that MPD unilaterally reorganized its Special Investigations Division (SID) of the Office of the Superintendent of Detectives without providing it with the opportunity to negotiate over the impact that the changes would have on the members' terms and conditions of employment. SID controls the assignment of investigators and detectives within MPD. FOP concedes that it agreed not to request impact bargaining concerning the reorganization of the homicide unit. However, FOP argues that the Union did not request impact bargaining because it

(continued...)

to the "use of force" policies and procedures at the Department.

The Respondent denies the allegations. In addition, MPD claims that FOP's complaints were not timely filed and should be dismissed.

The Hearing Examiner found that the complaints in both PERB Case Nos. 02-U-11 and 02-U-14 were untimely filed and; therefore, should be dismissed.[4] Furthermore, on the merits of PERB Case No. 02-U-11, she found that FOP did not meet its burden of showing that MPD violated the Comprehensive Merit Personnel Act (CMPA). However, on the merits of PERB Case No. 02-U-14, the Hearing Examiner found that MPD : (1) had a duty to bargain over the impact and effects of the MOA and (2) did, in fact, refuse to bargain. Nevertheless, she was constrained to recommend that the complaint be dismissed because FOP did not file its complaint in a timely manner.[5]

FOP filed exceptions to the Hearing Examiner's Report and Recommendation. The Hearing

---

[3](...continued)
was unaware that the changes impacted on the assignment of overtime and discipline.

[4] In addition, the Hearing Examiner made findings on several preliminary issues which are challenged by both parties. Although not discussed at length in this Decision and Order, we adopt the Hearing Examiner's ruling to exclude witnesses, where MPD did not submit a witness list in a timely manner pursuant to the Board's Rules. In addition, we adopt the Hearing Examiner's finding that FOP's challenged documents should be admitted, despite the fact that they were not submitted within the time period indicated by the Board's rules. Board Rule 550.7 states that " any party intending to introduce documentary exhibits at a hearing shall make every effort to furnish a copy of each proposed exhibit to each of the other parties at least five (5) days before the hearing."

The Hearing Examiner interpreted the rule concerning exchanging documents prior to the hearing, as being permissive and not mandatory. In addition, she considered the fact that both parties exchanged their documents at the same time, even though neither party met the five (5) day requirement of Rule 550.7. (See, R & R at p.5). The Hearing Examiner did not credit MPD's argument that its documents should be accepted and FOP's should not because FOP's documents were ten pages and MPD's were only one or two pages each. The Hearing Examiner did not find the number of pages to be relevant. Therefore, she found no basis to exclude the documents. In our view, the Hearing Examiner's rulings were reasonable and consistent with Board Rules 550.7 and 550.11. Therefore, we adopt the Hearing Examiner's rulings on the documents and witnesses.

[5]This was the case even after MPD demonstrated a clear refusal to negotiate over the MOA.

Examiner's Report and Recommendation (R& R), FOP's Exceptions and MPD's Opposition are now before the Board for disposition.

ISSUES PRESENTED:

1. Were these unfair labor practice complaints timely filed?

2. Did FOP meet its burden of proving that MPD unlawfully refused to bargain over the impact and effects of changes in either matter?

DISCUSSION:

PERB Case No. 02-U-11

The Hearing Examiner found that FOP did not file its complaint within the 120-day time period required by Board Rule 520.4. [6] As a result, she recommended that the complaint be dismissed. In concluding that the complaint was untimely filed, she observes that there are references to the Union's awareness of the changes in the Special Investigative Division as early as October[7] and November of 2001.[8] Despite FOP's assertion that it did not know the "full extent of the reorganization," the Hearing Examiner found that FOP knew that the authority would be centralized, and thus, discipline and assignment of overtime would reasonably be anticipated to be part of the centralized process. (R & R at pg. 7). Therefore, the Hearing Examiner determined that the Complaint was untimely filed based on her finding that FOP knew about the changes as early as October or early November.

FOP contends that the Hearing Examiner's finding that the Union's complaint was untimely filed is incorrect because it is based on an oversight. FOP disputes the contention "that an employer's mere intention to implement an unnegotiated change in working conditions is sufficient

---

[6] The Hearing Examiner's Report in this matter did not specify any definite start date for her timeliness computation. She merely mentions that the Union had knowledge of the proposed changes as early as October or November of 2001.

[7]There is also a reference to a meeting in October 2001. In her report, the Hearing Examiner notes a letter dated October 29, 2001 from Assistant Chief of Police Gainer to Chairman Neill which references a meeting a week earlier and mentions information regarding investigators. (R & R at pg. 6).

[8]The parties negotiated over the impact of the proposed changes and reached an agreement on November 2, 2001.

to trigger the jurisdictional time limit for filing a ULP complaint." Furthermore, FOP asserts that, even if the Hearing Examiner was correct in determining that the Union should have filed its complaint earlier, she miscalculated the 120-day filing period.

In the present case, the Union filed its complaint on February 15, 2002. According to the Hearing Examiner's calculations, FOP missed the 120-day deadline by filing its complaint on February 15, 2002. Specifically, FOP argues that: "[e]ven if the 120-day clock for filing the ULP commenced in late October or early November 2001, as the Hearing Examiner's analysis suggests, the February 15, 2002 ULP complaint was timely filed." (Exceptions at pg.6). Therefore, FOP contends that the Hearing Examiner's finding that the Complaint was untimely filed is based on a computational error. (Complainant's Exceptions at pg. 6).

MPD contends that FOP knew about the changes at MPD and requested to bargain over the changes as early as April 2001[9]. As a result of the bargaining, the parties reached an agreement in November 2001. Pursuant to the parties' agreement, FOP agreed not to file an Unfair Labor Practice Complaint concerning, *inter alia,* the current investigator selection examination and process. MPD agrees with the Hearing Examiner's conclusion that FOP's filing was untimely, and notes that "regrettably, the Hearing Examiner is not specific as to how she arrives at the conclusion that the filing was untimely." (Respondent's Exceptions at pg. 6). However, MPD claims that the Hearing Examiner used the wrong date when calculating the 120-day time period MPD claims that the Hearing Examiner erred by using the original filing date (February 15, 2002), instead of the date that FOP actually cured its deficiencies (April 9, 2002). Using the November date as the start date and the April filing date as the end date, MPD contends that FOP actually filed its complaint within approximately 158 days, instead of within 120 days. As a result, MPD argues that the filing is untimely.

Board Rule 520.4 provides that unfair labor practice complaints shall be filed not later than 120 days after the date on which the alleged violations occurred. The Board has interpreted Board Rule 520.4 to require that a Complainant file a complaint within 120 days after the Complainant becomes aware of the events giving rise to the allegations. Forrester v. American Federation of Government Employees, Local 2725 and District of Columbia Housing Authority, 46 DCR 4048, Slip Op. No. 577, PERB Case No. 98-U-01 (1991). The Board has also held that Board Rule 520.4 is mandatory and jurisdictional. See, Hoggard v. D.C. Public Schools, AFSCME Council 20, Local 1959, 43 DCR 1297, Slip Op. No. 352 (1993), *aff'd sub nom.*, Hoggard v. Public Employee Relations Board , MPA-93-33 (Super. Ct. 1994), aff'd, 655 A 2d. 320 (DC 1995). See also, Rush and Pugh v. International Brotherhood of Teamsters, Local 1714 and D.C. Department of Corrections, 46 DCR 9387, Slip Op. No. 367, PERB Case No. 92-U-10. (1999).

---

[9]MPD points to evidence in the record that FOP requested to bargain over investigator selection process by letter on April 13, 2001. (Respondent's Exceptions at pg. 6)

After reviewing this matter, we find that the Hearing Examiner miscalculated the 120 days.[10] Using November 2, 2001[11] (date of agreement) as the start date and February 15, 2002, as the end date, we find that the Complaint was filed in less than 120 days.[12] Based on our calculations, we find that approximately 105 days elapsed between the date that the Hearing Examiner determined that FOP had notice of the decentralization changes (November 2001) and the filing date. (See, R & R at pg. 7). Therefore, we conclude that the complaint in PERB Case No. 02-U-11 was timely filed. As a result, we reject the Hearing Examiner's finding that this matter was not timely filed.

Notwithstanding her finding that the Complaint was untimely, the Hearing Examiner found that this matter should be dismissed because FOP did not meet its burden of showing that MPD refused to bargain. In making this determination, the Hearing Examiner reviewed the last correspondence from Chief Ramsey in February 2002, in which MPD indicated that it refused to rescind the action it had taken (reorganization), but agreed to engage in impact bargaining as soon as the Union submitted its proposals. Since there was *no* evidence in the record that FOP submitted proposals, the Hearing Examiner found that FOP did *not* meet its burden.

FOP argued that it did not submit proposals in response to MPD's letter because it did not know the "full extent of the reorganization."[13] Furthermore, FOP asserts that "good faith

---

[10]The Hearing Examiner determined that FOP knew of the changes as early as October or early November, based on language in the November 2, 2001 agreement. However, as noted earlier, the Hearing Examiner's report was not specific concerning how she calculated the 120 day time period.

[11]It is not clear from the Hearing Examiner's Report and Recommendation what date she actually began counting the 120 days. She did not give a specific date on which she based her calculations, but merely mentioned October and early November as potential starting dates for her calculations. However, we have determined that November 2, 2001 should be the start date to compute the 120 day requirement of Board Rule 520.4. As noted earlier, November 2, 2001 is the date that the MPD and FOP reached an agreement concerning the proposed changes.

[12]Consistent with the D.C. Superior Court's Decision in D.C. Metropolitan Police Department v. D.C. Public Employee Relations Board, once a deficiency is cured in a filing, the document's official filing date is its original filing date. CA No. 98-MPA-16 (1999).

[13]The Hearing Examiner rejected this argument and noted that even if FOP did not know the full extent of the reorganization, it did know that discipline and overtime were problems, and could have responded with proposals on those two issues, but did not. She also observed that there was no evidence presented that the Union made any effort to obtain any additional information on the new reporting system or that its efforts were in any way stymied by MPD.

(continued...)

bargaining was not possible where the Agency had already implemented the reorganization and had officially refused to rescind the reorganization of SID/OSD." [14] (Exceptions at pgs. 6 and 7). FOP also takes exception to the Hearing Examiner's finding on this issue because the Hearing Examiner did not address this specific argument made in FOP's post-hearing brief in her decision.

In response to FOP's argument concerning good faith bargaining not being possible where the change has been implemented, MPD asserts that FOP improperly relied on Federal law, and that the Board's precedent should control this issue. MPD then cites Board precedent which held that *status quo ante relief* is generally inappropriate to redress an alleged violation of the duty to bargain over the impact and effects of a management right decision. Furthermore, MPD asserts that the reorganization was properly made pursuant to specifically enumerated management rights found in D.C. Code §1-617.08 (2001).

Management rights under D.C. Code §1-617.08 do not remove the obligation to bargain over the impact, effects, and procedures concerning the implementation of those management rights. American Federation of Government Employees, Local 383 v. D.C. Department of Human Services, 49 DCR 770, Slip Op. No. 418, PERB Case No. 94-U-09 (2002). The Board has held that unions enjoy the right to engage in impact and effects bargaining concerning a management right decision, only if they make a timely request to bargain. University of the District of Columbia Faculty Association/ NEA v. UDC, 29 DCR 2975, Slip Op. No. 43, PERB Case No. 82-N-01. (1982). The Board has also held that there is *no* duty to bargain over the impact and effects of a management right decision unless and until management decides to implement a change. See, Fraternal Order of Police/MPD v. D.C. Metropolitan Police Department, 47 DCR 1449, Slip Op. No. 607, PERB Case No. 99-U-44 (2000) and American Federation of Government Employees, Local 872 v. D.C. Department of Public Works, 49 DCR 1145, Slip Op. No. 439, PERB Case Nos. 94-U-02 and 94-U-08 (1995). Moreover, an Employer does not bargain in bad faith by merely unilaterally implementing a management right. The violation arises from the failure to provide an opportunity to bargain over the impact and effects once a request is made. Fraternal Order of Police/MPD v. D.C. Metropolitan Police Department, 47 DCR 1449, Slip Op. No. 607, PERB Case No. 99-U-44 (2000). After a timely request is made, an Agency must bargain before implementing its reserved decision. Id.

The record demonstrates that FOP made a request to bargain and had an opportunity to

---

[13](...continued)

[14]FOP relies on National Labor Relations Board (NLRB) precedent to support its position. In Soule Glass & Glazing Co. V. NLRB , 462 F 2d 1055, the NLRB held that "good faith bargaining requires timely notice and a meaningful opportunity to bargain regarding the employer's proposed changes in working conditions, since no genuine bargaining can be conducted where the decision has already been made and implemented." See, Id.

bargain over the issue, as evidenced by MPD's February 11, 2001 correspondence to the Union. Furthermore, in response to FOP's argument that there cannot be meaningful bargaining where a decision has already been made to implement a change, we are not persuaded.[15] FOP was given an opportunity to bargain, but did not take it. Instead, FOP did not respond to MPD, or submit proposals.

In view of the above, the Board concludes that the Hearing Examiner's finding that FOP did *not* meet its burden in showing that MPD refused to bargain is reasonable, supported by the record and consistent with Board precedent. Therefore, we adopt the Hearing Examiner's finding that FOP did *not* meet its burden of proof in showing that MPD refused to bargain concerning the reorganization. As a result, we find that the Complaint in PERB Case No. 02-U-11 should be dismissed because it fails to state a cause of action.

PERB Case No. 02-U-14

The Hearing Examiner found that the Respondent's refusal to bargain over the MOA was clearly stated in its July 6, 2001 letter to the Union. As a result, she found that pursuant to PERB Rule 520.4, FOP had 120 days from the July 6th date to file its unfair labor practice complaint. [16] Therefore, she recommended that the complaint be dismissed as untimely filed.

In its Exceptions, FOP argues that it did not immediately file an unfair labor practice complaint against MPD when it first learned of the MOA[17] because FOP hoped that the parties would be able to meet and reach an agreement concerning the changes contained in the MOA. In

---

[15]In our view, it was premature for FOP to conclude that there could not be any meaningful bargaining over a proposed change where FOP did not take any steps to bargain with MPD once they agreed to bargain. Furthermore, we find that the Soule Glass & Glazing Co. v. NLRB , cited by FOP, is inapplicable to the facts in the case presently before us. 462 F. 2d 1055. Furthermore, the Board is not bound by NLRB precedent. The Board's precedent requires that an Agency give the Union notice and the opportunity to bargain over changes once the Union makes its request. See, Fraternal Order of Police/MPD v. D.C. Metropolitan Police Department, 47 DCR 1449, Slip Op. No. 607, PERB Case No. 99-U-44 (2000). This opportunity to bargain was given, but FOP declined to bargain. Therefore, we conclude that MPD did not commit an unfair labor practice in this case.

[16] In making this decision, she also considered the fact that FOP officials: (1) knew about the MOA as early as January 2001; (2) saw it in June 2001; (3) had requested to bargain over it several times and; (4) were told definitively in a July 6, 2001 letter that MPD would not bargain over the MOA.

[17]FOP asserts that it first learned of the MOA in January 2001, but did not actually see the MOA until June 2001. (See, R & R at pg. 8).

addition, FOP contends that instead of rushing out and filing an unfair labor practice charge after receiving Chief Ramsey's July 6th letter, it chose to take a "more conservative and measured approach." (Exceptions at pgs.3-5). Therefore, FOP assigned someone to monitor the changes that were being implemented pursuant to the MOA. In addition, FOP decided to reiterate and refine the Union's position with respect to that policy.

FOP eventually filed its Complaint on March 7, 2002. FOP also asserts that it believed that filing the Complaint sooner would have been premature. FOP relies on Board precedent for the proposition that a complaint is premature based on a proposed, but unimplemented change in working conditions.[18] Furthermore, FOP relies on Board precedent for its argument that "management violates its statutory duty to bargain when it implements a management decision in the face of a timely union request to bargain over the impact and effects." (Exceptions at pg. 3); NAGE v. DCWASA, 47 DCR 7551, 7556-57, Slip Op. No. 635 ,PERB Case No. 99-U-04 (2000).

In response, MPD argues that on July 6, 2001, the Chief refused to bargain. However, FOP did not file its complaint until March 7, 2002. Therefore, MPD asserts that FOP exceeded the 120 day limit by waiting until March 7, 2002 to file the complaint, despite the fact that the Chief's

---

[18] In support of this claim, FOP relies on Fraternal Order of Police/MPD Labor Committee v. D.C. Metropolitan Police Department, 47 DCR 1449, Slip Op. No. 607, PERB Case No. 99-U-44 (2000). In this case, the Board held that if an employer decides not to implement or suspends implementation of a management right decision, no duty to bargain over its impact and effect exists. Under the facts of FOP/MPD Labor Committee v. D.C. MPD, the Board found it premature to conclude that MPD had violated the Comprehensive Merit Personnel Act by failing to bargain over the impact of a proposed, but unimplemented change. 47 DCR 1449, Slip Op. No. 607 at pg. 4, PERB Case No. 99-U-44 (2000). In the present case, the Board notes that the problem with FOP's argument is that the Union filed its complaint over a year after it heard of the MOA and eight months after MPD clearly refused to bargain over the MOA. Therefore, we conclude that this complaint is untimely.

FOP also makes an argument that this matter is timely based on a continuing violation theory. However, the record shows that it was clear that some of the policies contained in the MOA were being implemented as early as June of 2001, as evidenced by language in the MOA. Furthermore, the record demonstrates that FOP was aware that some of the policies were being implemented. However, FOP did not file its complaint until approximately nine months after the MOA was signed. As a result of FOP's delay in filing, we do not find FOP's continuing violation argument persuasive. Therefore, we conclude that this argument is a mere disagreement with the Hearing Examiner's finding. Furthermore, we conclude that FOP had a duty to file this complaint once it learned of the MOA being implemented, and at the very latest, when it learned that Chief Ramsey had refused to bargain over the matter in his July 6, 2001 letter.

refusal to bargain notice came on July 6, 2001. Therefore, MPD contends that the Complaint should be dismissed.

After reviewing this matter, we conclude that the Hearing Examiner's finding of untimeliness concerning this complaint is reasonable and supported by the record. In the present case, FOP received a clear refusal to bargain over the MOA in July of 2001, but did *not* heed the refusal and did not file its complaint until March of 2002. The Board acknowledges that FOP's efforts in attempting to foster good labor management relations with MPD by not filing the complaint are noble. However, this time lapse is well beyond the 120-day filing period mandated by the Board's Rules. Furthermore, as noted earlier, the Board has held that time limits for initial filings such as complaints are mandatory and jurisdictional. See, Hoggard v. D.C. Public Schools, AFSCME Council 20, Local 1959, 43 DCR 1297, Slip Op. No. 352 (1993), *aff'd sub nom.*, Hoggard v. Public Employee Relations Board , MPA-93-33 (Super. Ct. 1994), aff'd, 655 A 2d. 320 (DC 1995). See also, Rush and Pugh v. International Brotherhood of Teamsters, Local 1714 and D.C. Department of Corrections, 46 DCR 9387, Slip Op. No. 367, PERB Case No. 92-U-10. (1999). As a result, we find that the filing of PERB Case No. 02-U-14 was not timely. Therefore, we adopt the Hearing Examiner's recommendation that this matter be dismissed.

Notwithstanding the finding of untimeliness, the Hearing Examiner found that MPD clearly had a duty to bargain over the impact and effects of the MOA, as it affected terms and conditions of employment. In making this finding, she relied on Board precedent which held that the "impact of a non-bargainable management decision upon the terms and conditions of employment is bargainable upon request." International Brotherhood of Teamsters, Local Unions No. 639 and 730 v. D.C. Public Schools, 37 DCR 1806, Slip Op. No. 39, PERB Case No. 89-R-16 (1990) and (R & R at pg. 9). The violation of the duty to bargain is based upon management's refusal or failure to bargain once the request is made. See, American Federation of Government Employees, Local 383 v. D.C. Department of Human Services, 49 DCR 770, Slip Op. No. 418, PERB Case No. 94-U-09 (2002). Nevertheless, in this case, the Hearing Examiner was constrained to dismiss the matter based on the fact that FOP did not file its complaint in a timely manner, even after MPD gave FOP a clear refusal to bargain over the MOA.

In its exceptions, FOP argues that MPD clearly had a duty to bargain pursuant to the Board precedent cited above. In addition, the Union explained that its delay in filing the complaint was justified because it was lead to believe that MPD would negotiate based on the union's interaction with Department officials, namely Executive Assistant Chief Gainer. Furthermore, the Union asserts that it did not rush to file a complaint because it wanted to foster good labor management relations with MPD.

MPD asserts that its position was clear that it did not intend to bargain over the MOA and FOP was required to file within the 120 day time period, despite its hope that MPD would come to the table. Finally, MPD contends that any hope that MPD would come to the table should have been extinguished by Chief Ramsey's July 6, 2001 letter to the Union refusing to bargain over the MOA.

The Hearing Examiner made a finding that MPD had a duty to bargain over the MOA and its use of force policies and procedures. However, she determined that MPD *cannot* be found to have committed an unfair labor practice in this instance, because FOP's Complaint was not timely filed. Therefore, she recommended that the complaint in this matter be dismissed.

We find that the Hearing Examiner's finding and recommendation concerning this matter is reasonable, supported by the record and consistent with Board precedent. As a result, we adopt the Hearing Examiner's finding and recommendation in this matter. Therefore, we dismiss PERB Case No. 02-U-14.

Pursuant to D.C. Code §1-605.02(3) (2001 ed.) and Board Rule 520.14, the Board has reviewed the findings, conclusions and recommendations of the Hearing Examiner and for the reasons discussed above, we reject the Hearing Examiner's finding that PERB Case No. 02-U-11 was untimely. However, we find that this case should be dismissed because FOP did not meet its burden of proving that MPD refused to bargain. In addition, we adopt the Hearing Examiner's finding that PERB Case No. 02-U-14 should be dismissed on the basis of untimeliness. Furthermore, we reject all other exceptions made by FOP's which are not discussed in detail in this Opinion, with the exception of its argument regarding the timeliness of PERB Case No. 02-U-11.[19] Therefore, we adopt the findings of the Hearing Examiner to the extent that they are consistent with this Opinion. As a result, we dismiss this Complaint in its entirety.

ORDER

IT IS HEREBY ORDERED THAT:

1. The consolidated complaint in PERB Case Nos. 02-U-11 and 02-U-14 is dismissed

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

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD
Washington, D.C.

October 15, 2004

---

[19]We find that FOP's's Exceptions amount to a mere disagreement with the Hearing Examiner's findings. The Board has held that a mere disagreement with the Hearing Examiner's findings is not grounds for reversal of the Hearing Examiner's findings where the findings are fully supported by the record. American Federation of Government Employees, Local 872 v. D. C. Department of Public Works, 38 DCR 6693, Slip Op. No. 266, PERB Case Nos. 89-U-15, 89-U-18 and 90-U-04 (1991).

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case Nos. 02-U-11 and 02-U-14 was transmitted via Fax and U.S. Mail to the following parties on this the 15th day on October 2004.

Harold Vaught, Esq.
General Counsel
FOP/MPD Labor Committee
1320 G Street, S.E.
Washington, D.C. 20003

FAX & U.S. MAIL

Dean Aqui, Esq.
Labor Specialist
Metropolitan Police Department
300 Indiana Avenue, N.W.
Suite 504
Washington, D.C. 20001

FAX & U.S. MAIL

Courtesy Copies:

Lois Hochhauser, Hearing Examiner

U.S. MAIL

Sheryl V. Harrington
Secretary