IN THE PUBLIC EMPLOYEES RELATIONS BOARD
STATE OF OKLAHOMA

FIRE FIGHTERS LOCAL 2551,	)	
Charging Party,	)	
vs.	)	Case No. 00104
CITY OF BROKEN ARROW,	)	
Respondent.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW

AND OPINION

This matter came on for hearing before the Public Employees Relations Board ("PERB" or "the Board") on May 2, 1986, on the Charging Party's unfair labor practice ("ULP") charge. The Charging Party appeared by and through Tom Riddle, Labor Consultant, and certain of its officers; the Respondent appeared by and through its attorney, Jim Lindsey, and certain of its officials. The Board received documentary and testimonial evidence. The Board also solicited post-hearing submissions from the parties. The Charging Party responded by filing timely Proposed Findings of Fact and Conclusions of Law and a Brief in Support thereof; the Respondent's Memorandum of Hearing also has been received.

The dispositive issues in this case may be stated as follows:

1. Do employees have, under the Oklahoma Fire and Police Arbitration Act ("FPAA" or "the Act"), the right, guaranteed private sector employees under federal labor law, to union representation at investiga-

tory interviews which the employee reasonably believes may result in disciplinary action against him or her? (The federal decisional law characterizes this right as the Weingarten rule or doctrine, a shorthand label used throughout this opinion. The denomination derives from the United States Supreme Court's ruling in NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975).

2. Is the PERB required, or is it otherwise desirable for the PERB, to defer to a prior grievance arbitration ruling involving these same parties, which concluded, inter alia, that Weingarten rights are not available to fire fighters and police officers under Oklahoma law?

The answers to these questions are, respectively, yes and no. The PERB has reached Findings of Fact and Conclusions of Law as set out below. Additionally, because these are first impression issues in Oklahoma, an Opinion (permitted by 75 O.S.1981, § 309(e) (6)) which further explains the PERB's decision is included herein.

FINDINGS OF FACT

1. The City of Broken Arrow, Oklahoma ("City"), is, and was at all pertinent times, a municipal corporation, duly organized and existing under the laws of the State of Oklahoma.

2. International Association of Fire Fighters, Local 2551, ("Local 2551" or "the Union"), is, and was at all pertinent times, the duly elected and acting labor representative and bargaining agent for all Broken Arrow fire fighters except probationary employees, the Fire Chief, and the Chief's designated aide.

3. A member of the bargaining unit named Wallenchuck was involved in an accident which resulted in damage to City property. [Hearing Transcript ("H.T."), page 27, lns. 12-17. Testimony of Lloyd Taylor, the Union president.]

4. Wallenchuck was directed by City officials to appear at a hearing before a recently formed investigatory board of the City. [H.T. p. 27, ln. 23. Taylor testimony.] This board was apparently charged with fact-finding responsibilities; although it had no independent disciplinary authority, it could make recommendations to appropriate city officials for disciplinary action. [H.T.. p. 59, ln. 21-p. 60, ln. 3, testimony of Russell Gale, Personnel Director of the City.]

5. Taylor testified that Wallenchuck asked him, Taylor, to accompany him to the interview by the investigatory board. [H.T., p. 27, ln. 23.] (Wallenchuck did not testify before the PERB. There was no testimony to the PERB that Wallenchuck informed the City's management of his desire for Union representation at the City's investigatory hearing. There was not even testimony that Taylor told the City's management that he was accompanying Wallenchuck to the City's investigatory hearing at the request of Wallenchuck.)

6. Upon their arrival at the meeting room used by the City's

investigatory board, Wallenchuck was permitted to enter; Taylor was prohibited from entering by Gale. [H.T., p. 28, lns. 7-15. Taylor testimony.]

7. Wallenchuck reasonably believed that he was subject to disciplinary action as a result of facts gathered at the interview before the investigatory board. [H.T., p. 60, lns. 5-14. Gale testimony.]

8. Wallenchuck was disciplined, in the form of a written reprimand, as a result of facts obtained at the investigatory interview. [H.T., p. 60, lns. 5-14. Gale testimony.]

9. Findings of Fact numbers 3 through 8 are substantially identical to facts found by grievance arbitrator J.D. Dunn. [See City's Exhibit No. 1, pp 2-3.]

10. A grievance, essentially protesting the Union's exclusion from the investigatory interview, was filed by the Union on February 12, 1985. [See City's Exhibit No. 2.]

11. Grievance arbitrator Dunn, on November 25, 1985, found that while the grievance was arbitrable, it should be denied on the merits [City's Exhibit No. 1, p. 10]. Specifically, the arbitrator found that no Weingarten rights have been created under the FPAA. [City's Exhibit No. 1, p. 7] He opined that even should such statutory rights exist they were not enforceable in grievance arbitration. [Id.] Secondly, the arbitrator found that the collective bargaining agreement itself did not confer Weingarten rights on members of the bargaining unit. [City's Exhibit No. 1, p. 8-9.]

12. Subsequent to the issuance of arbitrator Dunn's decision, the instant ULP charge was filed by the Union.

CONCLUSIONS OF LAW

1. The PERB has jurisdiction over the parties and the subject matter of this dispute pursuant to 11 O.S.Supp.1985, § 51-104b of the FPAA. (All statutory references herein are to Title 11 of the Oklahoma Statutes, except as otherwise noted.)

2. The PERB, while deferring to the arbitrator's determination of the parties contractual rights, must fulfill its independent duty as established by the Legislature to consi e the statutory grounds for the Charging Party's unfair labor practice charge.

3. The PERB will not defer to a grievance arbitration award when the underlying dispute presents a question of statutory interpretation under the act which cannot be resolved through the application of a contractual provision in the collective bargaining agreement between the disputants. In this case, the PERB does not challenge the arbitrator's decision insofar as it interprets the parties rights and duties under the collective bargaining agreement.

4. PERB's deference to a grievance arbitration award is predicated on satisfaction of the following conditions:

(a.) that the unfair labor practice issue was raised and fully litigated in the grievance arbitration;

(b.) that the arbitral proceeding was fair and free from serious procedural irregularities; and,

(c) that the determination of the arbitrator was consistent with the purposes and policies of the FPAA. In this case, because only the second criterion was satisfied, the PERB cannot acquiesce in the arbitrator's award. With respect to the first standard, the arbitrator himself questioned his authority to provide relief based on statutory Weingarten rights; and, in terms of the third criterion, the arbitrator seriously misconstrued the rights that Oklahoma public employees have been accorded by the FPAA.

5. The PERB's discretion to defer to grievance arbitration, where appropriate, is inherent in its statutory grant of jurisdiction (§ 51-104b) over unfair labor practice charges.

6. An analysis of § 51-101(A), (B), and 51-102(6a)(1) compels the conclusion that those public employees covered by the FPAA are entitled to union representation in investigatory interviews which they reasonable believe might lead to disciplinary action.

7. Denial of an employee's Weingarten rights as defined herein is an unfair labor practice under § 51-102(6a)(1).

8. The PERB properly may consider, for whatever persuasive power they may have, applicable decisions of the National Labor Relations Board ("NLRB"), the federal courts, other state courts, and other state public employment relation boards where, as here, that body of law is consistent with the policies underlying parallel provisions of the FPAA.

9. The rights accorded employees under the Weingarten rule may be elementized as follows:

First, the complainant must demonstrate that he reasonably believed that the interview might result in disciplinary action; Second, the complainant must request that a union representative be present and that the request was denied; finally, subsequent to the employer's denial of representation, the employer must insist that the employee continue with the interview.

10. The Union does not have an independent statutory right to participate in a management-initiated investigatory meeting with an employee. The Union's interest in participating in investigative interviews is derivative from the right of the individual employee, and is dependent upon the assertion of that right by the individual.

11. Weingarten rights must be invoked by the involved employee. The request for union representation must be made by the affected employee and must be directed to the management personnel conducting the investigatory interview. A request by a Union representative to attend the interview on the employee's behalf is insufficient to activate the Weingarten doctrine.

12. In this case, the Charging Party has failed to produce evidence that the employee made a timely request for union representation.

13. The burden of proving an unfair labor practice charge rests upon the Charging Party. The Charging Party must establish, by substantial and legally credible evidence, each of the three elements of a Weingarten-type violation as delineated in paragraph 9.

14. Because the Charging Party has failed to establish by credible and substantial evidence the necessary elements of a

Weingarten complaint, the PERB is unable to find that a ULP has been committed. The Complaint must therefore be dismissed.

RULINGS ON PROPOSED FINDINGS OF FACT

When proposed Findings of Fact are solicited from the parties, the PERB is required to rule individually on those submitted. 75 O.S. 1981, § 312. Only the Charging Party has submitted Proposed Findings of Fact and Conclusions of Law. Its Proposed Findings of Fact Nos. 2, 3, 4, and 5 have been incorporated, in substance, in the PERB's Findings of Fact Nos. 4, 3, 8, and 6, respectively. Proposed Finding of Fact No. 1 was rejected as unnecessary to the consideration of the statutory ULP charge.

The Charging Party's Proposed Conclusions of Law Nos. 1 and 2 have been incorporated, in substance, in the PERB's Conclusions of Law, Nos. 1, 6, and 9. Proposed Conclusion No. 3 was rejected (See PERB Conclusion of Law No. 14) for reasons discussed in the Board's Opinion, especially at pp. 13-15, infra.

OPINION

The primary issues presented in this case, as noted above, are deferral to arbitration and the adoption of the Weingarten doctrine. Because the record reflects that the parties are, to some degree, uncertain and confused on both issues, the bases for the PERB's conclusions, as reflected in the Findings of Fact and Conclusions of Law, merit further discussion.

As a preliminary matter, we address the applicability generally of federal labor law, and public sector labor law from other jurisdictions, to the resolution of interpretive questions

under the FPAA. The Oklahoma Supreme Court, like most other state courts, has approved the consideration of decisions involving parallel legislation in circumstances analogous to those facing the PERB in this case. See, e.g., Maule v. Independent School District No. 9, 714 P.2d 198, 201 (Okl. 1985) (construing Oklahoma's teacher bargaining statute); Stone v. Johnson, 690 P.2d 459, 461 (Okl. 1984) (construing the FPAA); International Association of Fire Fighters, Local 2359 v. City of Edmond, 619 P.2d 1274, 1275 (Okl. App. 1980) (finding that it is appropriate for courts to consider the judicial experience of other states with public employee bargaining statutes). As each of these three cases points out, authority from other jurisdictions is persuasive only and is not binding on Oklahoma's appellate courts.

In that regard, it is important to note that application of "foreign" law is justified only when the policies behind the federal or sister-state statutes are congruent with the policies of the parallel Oklahoma statutes they are imported to illuminate. For example, the most dramatic policy difference between the National Labor Relations Act, 29 U.S.C. § 151-169 ("NLRA"), and the statutes of at least ten other states, is that the Oklahoma Legislature, in contrast to the Congress and these ten other state legislatures, has prohibited public employee work stoppages, including strikes and slow-downs. Section 51-101(A). The issues before the PERB, however, do not implicate the FPAA's strike prohibition nor do they challenge improperly the legitimate managerial authority of municipal employers. Therefore, for reasons discussed at greater length hereinbelow, the PERB has drawn on the rele-

vant decisional experience of other jurisdictions in supporting its conclusions here.

1. Post-Arbitration Deferral: The PERB may, in the sound exercise of its discretion, decline to defer to a grievance arbitration award which is not consistent with the policies of the FPAA.

The PERB has not considered definitively the proper exercise of its jurisdiction relative to grievance arbitration awards issued pursuant to negotiated collective bargaining agreements. Although, in Local 2721, International Association of Fire Fighters, AFL-CIO v. City of Bartlesville,Oklahoma, PERB Case No. 00124 (September, 1986), the PERB expressed its unwillingness, in the absence of full adversarial briefing, "to adopt a decisional rule of broad application" on the issue of deferral to arbitration, Id. at page 2, that case involved a then-pending arbitration. The present case involves a request that the PERB defer to an arbitrator's award which already has been issued. As we noted in the City of Bartlesville case, we retained jurisdiction of the ULP complaint to insure that any arbitration award would be consistent with "the policies of this Act." Id. at p.3. Now we discuss the standards for the PERB's exercise of its statutory responsibilities in the post-arbitration setting.

The City contended, at the hearing before the PERB, and in Respondent's Memorandum of Hearing ("Memorandum"), that the Union should not be permitted to ask the PERB to overturn an apparently valid arbitration award and that the Union is bound, via estoppel and waiver theories, from pursuing the instant ULP charge. (See, H.T., p. 11, ln. 18-p. 12, ln.6, the comments of counsel for the

City. In its Memorandum, the City repeats these arguments, citing us to Collyer Insulated Wire, 192 NLRB 837 (1971). Collyer, of course, deals with pre-arbitral deferral; it is the Spielberg doctrine, relating to post-arbitral deferral, that is at issue here. See Spielberg Mfg. Co., 112 NLRB 1080 (1955) and pp. 11-12, infra.)

We first note that there is no doubt that the grievance arbitration arose out of the same set of facts that gave rise to the present ULP charge. (See Findings of Fact, paragraph 9.) Arbitrator Dunn correctly subdivided the Union's grievance into its two primary components: the statutory, and the contractual. With respect to the purely contractual issue (i.e., did the collective bargaining agreement contain language requiring Union representation at investigatory interviews of employees), we should defer to the arbitrator's findings. Deferral as to the arbitrator's determination of contractual issues is consistent with, and fosters, the statutory policies supporting grievance arbitration. See §§ 51-102(6a)(5) and 51-111. Deferral is especially appropriate where it encourages the parties to utilize speedy, mutually agreed procedures for resolving disputes between the parties. See, Hayford and Wood, "Deferral to Grievance Arbitration in Unfair Labor Practice Matters: The Public Sector Treatment," 32 Labor L.J. 679, 680-681 (October, 1981).

The foregoing disposes, by the way, of the City's argument, unsupported by citation of authority other than "the statutes of the State of Oklahoma", that the Union is bound by an "election of remedies" by the filing of a grievance, and thus should not be permitted to prosecute its claim that the City has committed a

statutory ULP. (Memorandum pp. 2-3.) The PERB has not permitted the Union to "re-litigate" its claim "concerning the interpretation, enforcement or application of any provision of this Agreement. . . ." (See City's Exhibit No. 4, Sec. 3, p. 7.) The PERB's findings do not in any way rely on any provision of the collective bargaining agreement between the parties.

The operative considerations as to deferral or non-deferral are different, however, when arbitrators construe statutory law which is external to the collective bargaining agreement. The reason for declining to defer to a grievance arbitrator's award on statutory issues has been well stated by the Wisconsin Employment Relations Commission:

> "An Arbitrator's award is final and ordinarily not subject to judicial review on questions of law. Further, questions of legislative policy and law are neither within the province nor the expertise of arbitrators. On the other hand, the Legislature has entrusted to the Commission in the first instance the responsibility to resolve questions of law and legislative policy and has made Commission decisions subject to further judicial review . . . ." Milwaukee Police Association v. City of Milwaukee, et al, Wisconsin Employment Relations Commission Case No. CLXXX No. 23469 MP-389, Decision No. 16549-A (December 20, 1979) quoted in Hayford & Wood, supra at 684.

The same considerations apply in Oklahoma. The decisions of this Board are, unlike arbitral awards, subject to judicial review pursuant to 75 O.S.1981, §§ 318-323. One instance of the arbitrator's unfamiliarity with statutory issues is his apparent confu-

sion over such simple matters as the effective date of the statute. (See City's Exhibit No. 1, p. 6). We, therefore, should not defer to the arbitrator's award as it pertains to his interpretation of statutory duties under the FPAA. Contractual and statutory issues may overlap to a considerable degree, in which case the decision on deferral may be difficult. That is not the case here. Arbitrator Dunn had no difficulty in separating these aspects of the Union's complaint. We, too, find that these distinctive elements of the claim are readily discernible.

The National Labor Relations Board ("NLRB") has been unable to articulate entirely consistent norms for reviewing arbitral awards on statutory issues. Compare, Spielberg Manufacturing Co., 36 LRRM 1152 (1955); Electronic Reproduction Service, 87 LRRM 1211 (1974); Suburban Motor Freight, 103 LRRM 1113 (1980); Olin Corporation, 115 LRRM 1056 (1984). See generally, Margolin, "Employee Right to Representation in Employer Interviews: Weingarten and Progeny," 12 Seton Hall L. Rev. 226 (1982); Dobranski, "The Right of Union Representation in Employer Interviews: a post-Weingarten Analysis, 26 Saint Louis University L.J. 295 (1982); Hill, "We Only Promised You A Weingarten . . .", 6 Oklahoma City L.Rev. 395 (1981).

The PERB adopts, for application here, the standard described by Hayford and Wood in summarizing public sector treatment of post-arbitration deferral by public employment relations boards around the country:

> "Generally, the arbitrator's award will be adopted as dispositive of the unfair labor practice charge, if upon review the PERB concludes that: the unfair labor practice issue was raised and fully litigated therein; the arbitral proceeding was fair and free from serious procedural irregularities; and the result reached by the arbitrator was consistent with the relevant agency case law and the protections afforded by the statute." [emphasis supplied] Hayford & wood, supra at 689.

The PERB has found that the arbitrator's conclusion that those employees under the FPAA umbrella do not enjoy Weingarten rights is inconsistent with the Act itself. In fact, even if we were to apply the current NLRB requirement that the arbitrator's finding be "clearly repugnant" to the Act, rather than merely consistent with the statute, we would still be compelled to reach the same conclusion for the reasons discussed infra. We turn now to an analysis of Weingarten rights and duties under the FPAA.

2. The Oklahoma Legislature has incorporated the Weingarten Doctrine in the FPAA: Oklahoma fire fighters and police officers are entitled to Union representation, when requested by the employee, when the employee reasonably believes that an employer-initiated investigatory interview might lead to disciplinary action, and the employer compels the employee's participation in the interview. The denial of this right is a ULP.

We have already discussed, generally, the applicability of federal labor law to problems in construing the FPAA. The rights accorded private sector employees by Section 7 of the NLRA, 29 U.S.C. § 157, which are pertinent here, are:

> "Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the

purpose of collective bargaining or other mutual aid or protection . . ."(emphasis added)

Comparable language in Section 51-101 provides:

> ". . .This necessary prohibition [of the right to strike] does not, however, require the denial to such employees of other well-recognized rights of labor such as the right to organize, to be represented by a collective bargaining representative of their choice and the right to bargain collectively. . . . It is declared to be the public policy of this state to accord to the permanent members of any paid fire department or police department in any municipality all of the rights of labor, other than the right to strike or to engage in any work stoppage or slow-down . . ." (emphasis added)

We find that the quoted provisions from the NLRA and the FPAA were intended to accord similar rights. In fact, it appears that the Legislature intended, by the phrases "well recognized rights of labor" and "all of the rights of labor," to adopt the federal rights to engage in "concerted activity" and to combine for "mutual aid and protection" so long as the exercise of those rights is not hostile to the anti-strike provisions of FPAA. We further find that this construction respects similar policies in the two statutory labor plans. The rationale for the adoption of the Weingarten doctrine was explained by the United States Supreme Court in these terms:

> A single employee confronted by an employer investigating whether certain conduct deserves discipline may be too fearful or inarticulate to relate accurately the incident being investigated, or too ignorant to raise extenuating factors. A knowledgeable union representative could assist the employer by eliciting favorable facts, and save the employer production time by getting to the bottom of the incident occasioning the interview. Certainly his

presence need not transform the interview into an adversary contest."

We find nothing in the FPAA inconsistent with the policy expressed by the United States Supreme Court construing language in the NLRA. Nor would the Oklahoma Legislature's paramount concern for preventing work stoppages in essential public services be imperiled by the adoption of the federal courts' construction of Section 7 rights under the NLRA in establishing the paramaters of employee rights under § 51-101. In fact, this reading supports the FPAA's general concern for the peaceful resolution of labor disputes.

The elements of the Weingarten doctrine as stated in the PERB's Conclusion of Law No. 7, may be found at 410 U.S. 256-257. See also, Procopio, "A Weingarten Update, 37 Labor L.J. 340 (June 1986), which discusses these and other important facets of the Weingarten rule. In addition, the public employment relations boards of Pennsylvania, New Jersey, California, and Michigan have found the Weingarten doctrine applicable to their public employee bargaining statutes. See, Edwards, Clark, and Craver, Labor Relations Law in the Public Sector: Cases and Materials, 124-128, (3rd Ed. 1985). See also, City of Clearwater (Fire Department) v. Lewis, 404 So.2d 1156, 1161 (Fla. App.1981); Civil Service Association, Local 400 v. City and County of San Francisco, 586 P.2d 162, 170-171 (Cal. 1978).

A public employer's disregard for an employee's Weingarten type rights is violative of § 51-102(6a)(1), which prohibits inter-

ference with the exercise of rights guaranteed employees by the FPAA. Because we find that these rights flow from §§ 51-101(A) and (B), it follows that their violation gives rise to a ULP charge.

3. Weingarten-type are personal rights of individual employees and are not the rights of labor organizations.

The PERB's conclusion that Oklahoma fire fighters and police officers have statutory Weingarten rights does not resolve the instant dispute because it appears that Local 1551, at least implicitly, asserts that it has Weingarten rights which are independent of those of the members of the bargaining unit. At a minimum, Local 2551, must assert that it is entitled to invoke Weingarten protections on behalf of individual employees. This is true because there is no evidence before the PERB that Wallenchuck informed the City that he wished to have Union representation at the interview; therefore, the only tenable position available to the Union is that it was authorized to assert the right on Wallenchuck's behalf. The PERB does not agree. While it is well-recognized that the Union acts on behalf of bargaining union members in processing claims of contractual violations (the grievance procedure is, after all, negotiated by a union in a collective bargaining agreement to which it is a party), it is not invariably the case with respect to statutory rights. It is manifest from the language of § 51-101 that the rights in question here are individual rights.

Nonetheless, the question remains: Why shouldn't the Union be permitted to assert these rights for its members? This ques-

tion was addressed by the NLRB in Applachian PowerCompany, 153 NLRB No. 135, 106 LRRM 1041 (1980). We quote from this decision at some length:

> "In Weingarten, the Supreme Court expressly endorsed the Board's view that the employee must request representation, but that he may 'forego his guaranteed right and, if he prefers, participate in an interview unaccompanyed by his Union representative.' NLRB v. J. Weingarten, supra at 257. His continued participation is, then, a volitional matter and it is within his discretion to waive his guaranteed right.
>
> "The reason for vesting this choice with the employee is clear. As the Court explained in Weingarten, it is the individual employee who has an immediate stake in the outcome of the disciplinary process for it is his job security which may be jeopardized in any confrontation with management. Id at 261. Therefore, it should be the employee's right to determine whether or not he wishes Union assistance to protect his employment interest. The Union representative's interest in attending such a meeting is not solely to guard the employee's interest but to assure other employees that the aid and protection provided the one employee will be available to them in a similar situation. Ibid.
>
> "If, as the General Counsel contends the right to be present at a disciplinary interview could be asserted by the union representative, the employee no longer would have the choice of deciding whether the presence of the representative was more or less advantageous to his interest. Thus, one of the fundamental purposes of the rule as articulated in Weingarten would be undermined." Id. 253 NLRB, at p. 933. (emphasis added)

We are persuaded by the Appalachian Power rationale. In the present case, there was simply no evidence that the employee informed the City of his desire for Union representation at the interview and

there is only heresay testimony that Union representation was requested by Wallenchuck at all. (See Findings of Fact, paragraph 5). We are unwilling to infer such a request from the fact that Union president Taylor tried to accompany the employee to the investigatory interview. Such an inference would be especially inappropriate in a case of first impression. The PERB is satisfied that its decision and opinion will sufficiently inform the parties of their respective rights and responsibilities under the FPAA and that further disputes over this issue may be avoided.

CONCLUSION

The PERB has declined to defer to the grievance arbitrator's findings on construction of statutory rights under the FPAA, because it is apparent that the arbitrator seriously misperceived and misconstrued the relevant provisions of the Act. The PERB has found that the FPAA provides a statutory right to fire fighters and police officers to be accompanied by a Union representative when the employee reasonably believes an investigatory interview might lead to disciplinary action against him or her. The right is the employee's, and not the union's, and must be invoked by the employee, not by the union on his or her behalf. Even though the employee was entitled to Weingarten rights in this case, the Charging Party's evidence failed to show that the employee himself made a timely request to the City that he be permitted such representation. The Complaint is therefore dismissed.

Donald Copelin /mc
Acting Chairman

Signed at Oklahoma City, Oklahoma
on the 31 day of October, 1986

On behalf of
Public Employees Relations Board

Donald Copelin /mc
Don Copelin, Acting Chairman