STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

WAYNE COUNTY,
Public Employer-Respondent,

MERC Case No. D16 K-0900

-and-

AFSCME LOCAL 3317,
Labor Organization-Petitioner.
_____/

APPEARANCES:

Office of Wayne County Corporation Counsel, by Bruce A. Campbell, and the Mike Cox Law Firm, PLLC, by Michael A. Cox and William S. Pearson, for Respondent

Jamil Akhtar, P.C., by Jamil Akhtar, for Petitioner

DECISION AND ORDER ON MOTION FOR RECONSIDERATION

On May 12, 2017, we issued our Decision and Order in the above case granting the motion by the Employer, Wayne County, to dismiss the request of the Union, AFSCME Local 3317, for collective bargaining mediation services in Case No. D16 K-0900. Although the County prevailed on the issues that were before us in this matter, on May 26, 2017, the County filed a motion asking us to reconsider our decision and to instruct Administrative Law Judge (ALJ) Travis Calderwood of the Michigan Administrative Hearing System (MAHS) to dismiss four unfair labor practice charge cases that were pending between the parties at that time. ALJ Calderwood was assigned to hear these cases on behalf of this Commission in accordance with the Commission's authority under § 16(a) and (b) of the Public Employment Relations Act (PERA), 1947 PA 336, as amended, MCL 423.216(a) & (b).

Procedural History:

In our May 12, 2017 decision, we agreed with the County's contention that it has no duty to participate in collective bargaining mediation because the County was subject to a Consent Agreement with the State of Michigan pursuant to the Local Financial Stability and Choice Act, 2012 PA 436, as amended, (Act 436), MCL 141.1541 –

141.1575. Under its terms, the Consent Agreement does not expire until the end of the last County fiscal year covered by the two-year budget that the County was required to adopt after the Consent Agreement release date. Further, pursuant to the Consent Agreement, the County's duty to bargain was suspended as of September 20, 2015, and does not resume until October 1, 2018, which is the day after the end of the last County fiscal year covered by the two-year budget that the County was required to adopt after the Agreement's release date.

The Union contended that the County's duty to bargain resumed on October 18, 2016. The Union relied on a letter of that date from State Treasurer Nick A. Khouri to Wayne County Executive Warren C. Evans, which stated "The County has successfully completed and is hereby released from its Consent Agreement." Based on that letter, the Union contended that the County was released from all responsibilities under the Consent Agreement and that the suspension of the County's duty to bargain ended at that point.

The Union also cited a March 3, 2017 interim order issued by ALJ Calderwood in the four unfair labor practice charge cases pending between the parties at that time. In that order, the ALJ agreed with the Union's contention that the suspension of the County's duty to bargain ended on October 18, 2016, when the State Treasurer released the County from certain terms of the Consent Agreement. On that basis, the ALJ denied the County's motion for summary disposition of the four unfair labor practice charge cases. Subsequently, ALJ Calderwood scheduled the hearing for three of those cases.

On May 26, 2017, the County filed its Motion for Reconsideration asking us to instruct ALJ Calderwood to dismiss the four unfair labor practice charge cases. Pursuant to Rule 161(3) of the General Rules of the Michigan Employment Relations Commission, 2014 AACS, R 423.161(3), the Union had until June 5, 2017, to respond to the County's motion.

In one of the four cases, Case No. C14 G-079, the ALJ concluded that the Union had not established that the County committed an unfair labor practice. On May 31, 2017, the ALJ issued a decision and recommended order, in which he recommended the dismissal of that case. In that decision, ALJ Calderwood acknowledged that he was required to follow the Commission's May 12, 2017 decision with respect to the duration of the suspension of the County's duty to bargain to the extent that it applies to the three remaining cases before him involving these parties.

On June 1, 2017, the County filed a supplemental brief noting the dismissal of Case No. C14 G-079, further asserting that the Commission should reconsider our decision, and arguing that we should instruct ALJ Calderwood to dismiss the Union's remaining three unfair labor practice charge cases against the County. The remaining three cases before the ALJ involving these parties are Case No. C14 G-079A, Case No. C16 B-015, and Case No. C16 K-125. Under Rule 161(3), the Union would have had

until June 12, 2017, to respond to the County's supplemental brief. The Union has not filed a response to the County's motion or to the supplemental brief.

Discussion and Conclusions of Law

The County has based its motion for reconsideration on its assertion that the ALJ Calderwood has no jurisdiction over the unfair labor practice charges before him because the County is not currently subject to the duty to bargain. The County argues that Act 436, the 2012 amendments to PERA, and the Consent Agreement not only authorize the suspension of the County's duty to bargain, but also exempt it from responsibility for any alleged unfair labor practices that may have occurred prior to or during the term of the Consent Agreement.

For the reasons that follow, we find no basis to conclude that either Act 436, the 2012 amendments to PERA, or the Consent Agreement exempt the County from responsibility for unfair labor practices. Besides the references to § 15(1) of PERA in Act 436, there are no other references in Act 436 to any provision of PERA. With the exception of the references to Act 436 in § 15(7), (8), & (9) of PERA, there are no references in PERA to Act 436. Nothing in the language of Act 436 discusses unfair labor practices or the Commission's subject matter jurisdiction.

The suspension of a public employer's duty to bargain does not affect the Commission's jurisdiction over unfair labor practice charges against that public employer. As explained in further detail below, the effect of the suspension of a public employer's duty to bargain under Act 436 is to limit the kinds of actions or inaction by that employer that could constitute an unfair labor practice. If a public employer whose duty to bargain has been suspended is charged with an unfair labor practice prior to or during the term of the suspension, the Commission is responsible for determining whether the alleged unfair labor practice has been committed.

The Commission's subject matter jurisdiction

The Commission's jurisdiction over unfair labor practice charges stems from § 16 of PERA, which expressly authorizes the Commission to remedy violations of § 10. Section 16 of PERA provides, in relevant part:

> Violations of the provisions of section 10 shall be deemed to be unfair labor practices remediable by the commission in the following manner:
>
> > (a) *Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice,* the commission, or *any agent designated by the commission for such purposes, may issue* and cause to be served upon the person a complaint stating the charges in that respect, and containing *a notice of hearing* before

> the commission or a commissioner thereof, or *before a designated agent . . .*
>
> (b) . . . If the evidence is presented before a commissioner of the commission, *or before examiners thereof*, the commissioner, or examiners shall issue and cause to be served on the parties to the proceeding a proposed report, together with a recommended order, which shall be filed with the commission (emphasis added).

Section 10 of PERA lists those acts that constitute unfair labor practices, including the following prohibitions in § 10(1) that specifically apply to public employers:

> (1) A public employer or an officer or agent of a public employer shall not do any of the following:
>
> > (a) Interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed in section 9.
> >
> > (b) Initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization. A public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization. However, a public school employer's collection of dues or service fees pursuant to a collective bargaining agreement that is in effect on March 16, 2012 is not prohibited until the agreement expires or is terminated, extended, or renewed. A public employer may permit employees to confer with a labor organization during working hours without loss of time or pay.
> >
> > (c) Discriminate in regard to hire, terms, or other conditions of employment to encourage or discourage membership in a labor organization.
> >
> > (d) Discriminate against a public employee because he or she has given testimony or instituted proceedings under this act.
> >
> > (e) *Refuse to bargain* collectively with the representatives of its public employees, subject to section 11 (emphasis added).

Of those prohibitions specifically addressing actions of public employers, only § 10(1)(e) addresses the duty to bargain. The other provisions do not address the duty to bargain or § 15(1). Thus, the suspension of the County's duty to bargain has no bearing

on any unfair labor practice charge alleging a violation of any provision of § 10 other than § 10(1)(e).

The Effect of Not Being Subject to § 15(1) of PERA

Section 15(1) requires public employers to bargain with the representatives of their employees and explains that requirement. Thus, when a public employer is not subject to § 15(1), the only responsibility under PERA with which that public employer is not required to comply is the duty to bargain. Section 15(1) provides as follows:

> A public employer shall bargain collectively with the representatives of its employees as described in section 11 and may make and enter into collective bargaining agreements with those representatives. Except as otherwise provided in this section, for the purposes of this section, to bargain collectively is to perform the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or to negotiate an agreement, or any question arising under the agreement, and to execute a written contract, ordinance, or resolution incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or make a concession.

While its duty to bargain is suspended under the Consent Agreement, the County has no obligation to adhere to the requirements of § 15(1). Therefore, while its duty to bargain is suspended, the County is not obligated to enter into collective bargaining agreements with the Union, to bargain collectively with the Union, or even to meet and confer over matters with respect to wages, hours, and other terms or conditions of employment. However, § 15(1) does not address the jurisdiction of the Commission or its agents. Although a violation of § 15(1) is an unfair labor practice under § 10(1)(e), § 15(1) does not specifically address unfair labor practice charges, the Commission's jurisdiction over unfair labor practice charges, or the authority of the Commission or its agents to adjudicate such charges. Indeed, it is evident from a review of §§ 10, 15(1), and 16 of PERA, that the issue of whether an ALJ can adjudicate an unfair labor practice charge against the County is not determined by whether the County is subject to § 15(1) of PERA.

The question of whether an ALJ has the authority to hold a hearing on an unfair labor practice charge depends on whether the charge states a claim upon which relief can be granted under PERA. It is within the ALJ's authority to determine whether a charge states a claim upon which relief can be granted under PERA. If the charge does not state a claim upon which relief can be granted under PERA, the ALJ should recommend that the Commission dismiss the charge. If the charge does state a claim, it is within the ALJ's authority to determine whether there are material facts in dispute, and if there are,

the ALJ must hold a hearing to give the parties the opportunity to establish whether an unfair labor practice was committed.

When a public employer's duty to bargain has been suspended under a consent agreement pursuant to Act 436, that public employer cannot be required to bargain while that duty is suspended. When there is no duty to bargain, a failure to bargain is not a breach of duty. If a party brings a charge alleging that the public employer refused to bargain during the period of time in which the employer's duty to bargain has been suspended, that charge would not state a claim upon which relief can be granted under PERA.

The Duration of the Suspension of the County's Duty to Bargain

The County asserts that the suspension of its duty to bargain is "*minimally*" for the duration of the Consent Agreement. On the contrary, § 8(11) of Act 436 sets forth the duration of the suspension of a public employer's duty to bargain when that employer is covered by a consent agreement:

> *Unless the state treasurer determines otherwise*, beginning 30 days after the date a local government enters into a consent agreement under this act, that local government is not subject to section 15(1) of 1947 PA 336, MCL 423.215, *for the remaining term of the consent agreement* (emphasis added).

Consistent with Act 436, § 15(9) of PERA provides:

> (9) A unit of local government that enters into a consent agreement under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, *is not subject to subsection (1) for the term of the consent agreement*, as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575 (emphasis added).

It is, therefore, apparent from both Act 436 and § 15(9) of PERA that the duration of the suspension of a public employer's duty to bargain is no greater than the term of the consent agreement to which the public employer is a party. Under § 8(11) of Act 436, the suspension of the duty to bargain does not begin until 30 days after the date the public employer enters into the consent agreement, unless the State Treasurer specifies a different time period. In the matter before us, the Consent Agreement provides: "Consistent with section 8(11) of Act 436, beginning 30 days after the effective date of this agreement the County is not subject to section 15(1) of 1947 PA 336, as amended, MCL 423.215, for the remaining term of this agreement."

As we found in our May 12, 2017 decision, the suspension of Wayne County's duty to bargain simply means that the County has no duty to bargain during the period between September 20, 2015, and October 1, 2018. If the Union alleged that Wayne County breached its duty to bargain solely by refusing to bargain between September 20, 2015, and October 1, 2018, the County would not have committed an unfair labor practice, simply because it has no duty to bargain during that period. Therefore, an unfair labor practice charge alleging only a breach of the duty to bargain by Wayne County between September 20, 2015, and October 1, 2018, would fail to state a claim upon which relief can be granted. There is nothing in the County's Motion for Reconsideration to indicate that the Union's allegations in the matters before ALJ Calderwood are limited to claims that Wayne County breached its duty to bargain between September 20, 2015, and October 1, 2018.

If the charges before ALJ Calderwood allege that the County violated its duty to bargain before the County's duty to bargain was suspended, those matters would be within the subject matter jurisdiction of this Commission and would be properly before ALJ Calderwood. Moreover, if the charges before ALJ Calderwood allege that the County violated provisions of PERA other than § 10(1)(e) or § 15(1), those matters would be within the subject matter jurisdiction of this Commission and would be properly before ALJ Calderwood.

In the County's Motion for Reconsideration, the County states, "Despite the Commission's May 12th Decision and Order confirming that the County had no statutory duty to bargain, ALJ Calderwood scheduled ULP hearings on a charge of 'Regressive Bargaining' based on the duty to bargain, . . . and stated his intention to proceed with the other bargaining-related ULP charges as well." The County's motion fails to indicate the date on which the Union claims that the alleged regressive bargaining and other alleged bargaining-related unfair labor practices occurred. The County has not asserted anything to indicate that any of the unfair labor practice charges fail to state a claim upon which relief can be granted under PERA. However, had the County asserted that the Union's charges fail to state a claim upon which relief can be granted under PERA, we could not consider the matter unless and until exceptions were filed to an ALJ's decision and recommended order addressing the matter.

In his May 31, 2017 decision and recommended order in Case No. C14 G-079, the ALJ provided the procedural history of the four charges pending before him and indicated some of the issues present in those cases. He also stated "I believe I am bound to accept as controlling authority the Commission's holding as to the status of the County's duty to bargain." We believe the ALJ will abide by that statement in his disposition of the remaining three cases at issue.

The County's Interpretation of Act 436 and § 15(8) of PERA

The County argues that "the Legislature plainly exempts local governments that fall under PA 436 from *all* aspects of the duty to bargain for, minimally, the duration of the Consent Agreement." In the footnote to that sentence, the County states:

> It is the County's position that PA 436, the 2012 amendments to PERA, and the Consent Agreement all extinguish any charges that exist during the term of the Consent Agreement ending on October 1, 2018, even if the charges relate to pre-Consent Agreement conduct because of the *clear remedial intent of said statutes to divest MERC of subject matter jurisdiction.* Even if assuming *arguendo* that the Commission does not agree with that position, at a minimum, it is undisputed that the duty to bargain is suspended until, at least, October 1, 2018 - *and the MERC and ALJ are without subject matter jurisdiction until that date* (emphasis added).

The County further argues "there is nothing in the language of PA 436 that limits the County's PERA exemption to charges based on alleged violations which may have occurred after the post-Consent Agreement start date or that otherwise allows the adjudication of pre-Consent Agreement ULP charges, either." However, the County has failed to identify any provision of Act 436 that provides the County with an exemption from any and all unfair labor practice charges. Our review of Act 436 indicates that there is no such provision.

The County points to § 15(8) of PERA, which states in part:

> This act does not confer a right to bargain that would infringe on the exercise of powers under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

According to the County:

> The use of the term this 'act' necessarily includes all of PERA's enforcement authority relating to collective bargaining and *limits MERC's authority to enforce regulations which violate PERA* [sic] *by infringing on a local government's PA 436 rights*. To read a requirement into the law that the County must participate in the full adjudicatory process on ULP charges premised on the duty to bargain, and then file exceptions conflicts with and infringes upon the very specific mandate of PA 436 that states that the local government *"is not subject to"* 15(1) of PERA."

Again, the County has pointed to no specific language in Act 436 or in PERA to support these assertions. The County contends that its position is supported by *Baumgartner v Perry Pub Sch*, 309 Mich App 507 (2015), a case in which public school

districts appealed orders from the State Tenure Commission that instructed administrative law judges to hear teachers' suits concerning layoff-related disputes. There, the Court indicated that the State Tenure Commission lacked jurisdiction over layoff claims after the enactment of the 2011 tie-barred amendments to the Teachers' Tenure Act, the Revised School Code, and PERA under the 2011 Public Acts 100, 101, 102, and 103. Act 103 made public school employers' decisions regarding teacher layoffs *prohibited subjects of bargaining*. Thus, public school employers' decisions regarding teacher layoffs were removed from collective bargaining negotiations. Under Act 103, public school employer decisions regarding teacher layoffs are no longer subject to the duty to bargain and no longer subject to MERC's review *as a breach of the duty to bargain*. See e.g. *Michigan Ed Ass'n*, 30 MPER 62 (2017); *Pontiac Sch Dist*, 28 MPER 1 (2014).

The County quotes the Court stating, in dicta, "The removal of layoffs *from the collective-bargaining process* by 2011 PA 103 thus also bars MERC from adjudicating layoff disputes as an unfair labor practice under PERA (emphasis added)." *Baumgartner*, at 525. However, the Court goes on to state, "2011 PA 103 clearly closes these adjudicative paths by removing layoff-related matters *from the collective-bargaining process*, and emphasizing that the Revised School Code—not PERA or the TTA [Teachers' Tenure Act] —governs teacher layoffs (emphasis added)." *Id*. The County's interpretation of the Court's statements is overly broad. It is evident from the Court's decision that, in its remarks regarding MERC, the Court is only considering layoff-related disputes arising from collective bargaining, because Act 103 only relates to collective bargaining. Undoubtedly, the Court did not intend its remarks to include allegations of unfair labor practices regarding layoffs that are not related to the duty to bargain. See, for example, *Detroit Pub Sch*, 30 MPER 2 (2016).

In examining the language of § 15(8) of PERA, we must be guided by rules of statutory construction. In examining the County's contentions as to how PERA and Act 436 are to be interpreted, we must read each statute as a whole. *Metropolitan Council 23, AFSCME* v *Oakland Co (Prosecutor's Investigators)*, 409 Mich 299, 317-318 (1980). In interpreting these statutes, we consider "both the plain meaning of the critical word or phrase as well as its placement and purpose in the statutory scheme." *Speicher v Columbia Twp Bd of Trustees*, 497 Mich 125, 133–34 (2014) quoting *Shinholster v Annapolis Hosp*, 471 Mich 540, 549 (2004).

The language of § 15(8) states: "This act does not confer a right to bargain that would infringe on the exercise of powers under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575." The plain meaning of that language is simply that the right to bargain under PERA, which is found in § 15(1) of PERA, cannot infringe on the exercise of powers under Act 436. The County has pointed to no provision of Act 436 that would grant the County the power to evade responsibility for defending itself against unfair labor practice charges in accordance with established Commission procedures, or to evade responsibility for alleged unfair labor practices if any have been committed.

We note that the County has offered no authoritative support for its contention that the Legislature intended to "divest MERC of subject matter jurisdiction" over unfair labor practice charges against a local government that is a party to a consent agreement under Act 436. Indeed, the County has pointed to no case precedent and no specific language in Act 436, in PERA, or in the Consent Agreement to justify its contention that unfair labor practice charges existing during the term of the Consent Agreement are to be extinguished. In fact, review of Act 436, PERA, and the Consent Agreement provide no support for the assertion that the County is somehow exempt from responsibility for any alleged unfair labor practices that may have occurred prior to or during the term of the Consent Agreement. There is nothing in Act 436 or PERA that indicates a relationship between the suspension of a local government's duty to bargain and the Commission's jurisdiction over unfair labor practices alleged to have been committed by that local government. If the County simply failed to bargain during the period in which the County has no duty to bargain, that failure to bargain is not an unfair labor practice. However, it currently remains within the jurisdiction of ALJ Calderwood to determine whether an alleged unfair labor practice has been committed by the County.

Commission Rule 161(7)

In our May 12, 2017 decision, we noted both parties' arguments with respect to the interim order issued by ALJ Calderwood on March 3, 2017 in the four unfair labor practice charge cases and explained that we would not address the ALJ's interim order in our decision. We stated:

> We direct the parties' attention to Rule 161(7) of the General Rules of the Michigan Employment Relations Commission, 2014 AACS, R 423.161(7), which addresses the circumstances in which a party may seek Commission review of an ALJ's ruling on a motion, stating:
>
> > Rulings by an administrative law judge on any motion, except a motion resulting in a ruling dismissing or sustaining the unfair labor practice charge in its entirety, shall not be appealed directly to the commission, but shall be considered by the commission only if raised in exceptions or cross exceptions to the proposed decision and recommended order filed under R 423.176.
>
> We recognize that ALJ Calderwood's interim order reached a different conclusion regarding the duration of the Employer's duty to bargain than we have in this matter. However, the ALJ's order did not dismiss or sustain either of the four unfair labor practice charges in their entirety. Accordingly, under Rule 161(7) any review of the ALJ's order by this Commission must await the filing of exceptions to the ALJ's decision and recommended order on one or more of the four unfair labor practice charges in dispute between these parties. See *Southfield Pub Sch*, 21

MPER 54 (2008); *Otsego Co (Gaylord Regional Airport)*, 21 MPER 20 (2008); *City of Detroit (Health Dep't)*, 21 MPER 14 (2008).

In seeking reconsideration of our May 12, 2017 decision for the purpose of requesting that we order ALJ Calderwood to dismiss the remaining three unfair labor practice charge cases before him, the County is asking the Commission to ignore Commission Rule 161(7). Rule 161(7) is not an internal policy that we may revise, reconsider, or set aside if we were to determine that such actions would be appropriate. Rule 161(7) is a properly promulgated administrative rule that has been reviewed and approved by the State Legislature, and one which we are required to follow. Rule 161(7) is based on the authority given to this Commission under § 16 of PERA to delegate the responsibility for holding hearings on unfair labor practice charge cases to an examiner (ALJ). In such cases, the ALJ is also responsible for issuing a decision and recommended order that is filed with the Commission. Either party may file exceptions to the ALJ's decision and recommended order. However, it is only after the filing of exceptions by a party that the Commission may review the ALJ's rulings in the matter. Section 16 of PERA provides, in relevant part:

> (a) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the commission, *or any agent designated by the commission for such purposes*, may issue and cause to be served upon the person a complaint stating the charges in that respect, and containing a notice of hearing before the commission or a commissioner thereof, *or before a designated agent . . .*
>
> (b) . . . If the evidence is presented before a commissioner of the commission, *or before examiners thereof*, the commissioner, or *examiners shall issue and cause to be served on the parties to the proceeding a proposed report, together with a recommended order, which shall be filed with the commission* and *if an exception is not filed within 20 days after service thereof upon the parties*, or within such further period as the commission may authorize, *the recommended order shall become the order of the commission* and become effective as prescribed in the order (emphasis added).

Even if we thought it was appropriate under the circumstances of this case to review the ALJ's rulings, which we do not, we could not legally act in a manner contrary to the requirements of § 16 of PERA and Commission Rule 161(7). This matter is properly before ALJ Calderwood to determine whether the charges state a claim upon which relief can be granted and, after giving the parties the opportunity to present evidence at hearing, to determine whether the charging party has established facts that are sufficient to prove the charges.

The Standard for Reconsideration of a Commission Decision

Rule 167 of the Commission's General Rules, 2014 MR R 423.167 governs motions for reconsideration and states in pertinent part:

> A motion for reconsideration shall state with particularity the material error claimed . . . . Generally, and without restricting the discretion of the commission, a motion for reconsideration which merely presents the same issues ruled on by the commission, either expressly or by reasonable implication, will not be granted.

In the motion for reconsideration, the County essentially restates the same arguments it presented in support of its motion to dismiss the Union's request for mediation. Those arguments were carefully considered and discussed in our May 12, 2017 Decision and Order. For this reason and the reasons set forth above, we find that the County has not set forth grounds for reconsideration. See *City of Detroit Water & Sewerage Dep't*, 1997 MERC Lab Op 453, in which the Commission denied the charging party's motion for reconsideration where the charging party restated the same arguments he made in his exceptions.

ORDER

The motion for reconsideration is denied.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

/s/
Edward D. Callaghan, Commission Chair

/s/
Robert S. LaBrant, Commission Member

/s/
Natalie P. Yaw, Commission Member

Dated: July 12, 2017