

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 4068,

Complainant,

vs.

TOWN OF PAHRUMP, NEVADA,

Respondent.

ITEM NO. 502A

CASE NO. A1-045705

DECISION

For Complainant: Sandra G. Lawrence, Esq.

For Respondent: Cristina Hinds, Esq.

STATEMENT OF THE CASE

On April 23, 2001, Petitioner INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4068) (hereafter "Association") filed a complaint alleging prohibited practices by the TOWN OF PAHRUMP, NEVADA (hereafter "Town"). The Town filed its answer and counterclaim on May 14, 2001. The parties filed prehearing statements on June 1, 2001.

On November 21, 2001, the Association filed an amended complaint and the Town answered the same on December 13, 2001.

The Association filed a supplemental prehearing statement on January 7, 2002. On January 11, 2002, the parties filed a "Joint Exhibit Index and Local 4068 Additional Exhibits."

On January 17, 2002, February 12, 2002, and March 20, 2002, the hearing in this matter was held before the Local Government Employee-Management Relations Board (hereafter "Board"), noticed in accordance with Nevada's Open Meeting Law, at which time the Board heard oral arguments from counsel, received evidence, and heard testimony from eleven (11) witnesses, namely, A. J. Belluomini, Jim Marshall, Larry Holden, Jane Snow, William Justin

1 Snow, Chuck Laking, Tim Leavitt, Vern Long, attorney Leonard P. Smith, Peggy Warner, and
2 Kim Jennings.

3 Post-hearing briefs were ordered of the respective parties and were indeed received by
4 the Board. The Board's findings as to the complaint, amended complaint and counterclaim are
5 set for in its Discussion, Findings of Fact and Conclusions of Law, which follow.

6 DISCUSSION

7 The Association claims the Town acted in bad faith in recognizing and negotiating with it
8 in the formation of Local 4068. The Town was notified in October 2000 of the Association's
9 formation, yet it took until the end of March 2001, and several requests, for the first negotiation
10 session to be held. Allegedly, negative and threatening remarks were made to discourage
11 Association membership by fire department officials as well as a Town Board member; and
12 union official Larry Holden was wrongfully terminated due to his union activity. Unilateral
13 changes were made to the terms and conditions of employment without negotiations with the
14 Association.

15 The Town contends this was its first experience in negotiations with a Union or
16 Association, that it took appropriate steps in obtaining negotiators at the various stages, that there
17 were no improper delays, and that Larry Holden was not fired due to his union activity. More
18 specifically, the Town claims that the Association's first letter in October 2000 stated that the
19 Association would contact the town about scheduling the negotiations. The Association did not
20 do so until January 2001. Further, the Town claims that the membership cards were not provided
21 until February 2001; thus, the Association was not the employees' representative until that time.
22 The Town, in its Closing Arguments Brief, stated: "Mr. Leavitt acknowledged that if he put
23 himself in the shoes of the employees in the bargaining unit and overheard his statements that he
24 would initially be upset because he would have taken those comments to mean that everybody
25 was going to be fired to pay for the negotiations." (Brief, p. 9, l. 1-4.) However, the Brief
26 continued that "when the Town Attorney came back twice stating that Mr. Leavitt's comments
27 were not retaliatory, he felt that any potential harm was cured, and that the employees should
28 have known that Mr. Leavitt did not mean that employees would be fired" (Brief, p. 9, l. 4-

1 7.) Further, the Town contends that Holden was fired due to misconduct, not because of union
2 activity.

3 A. J. Belluomini testified he was a paramedic and, in October 2000, provided the Town
4 with all necessary documents pursuant to NRS Chapter 288 to recognize the Association as the
5 employees' bargaining representative. (Joint Exhibit A.) In February 2001, he received a
6 request from the Town for information (Exhibit E), which information had already been
7 provided. Correspondence was sent twice to the Town in February 2001 (Exhibits G and H)
8 requesting negotiations to begin. He believes the Town meeting on this issue was scheduled on
9 February 27, 2001, and that the first negotiation finally took place on March 30, 2001. By this
10 first negotiation, Larry Holden had been fired from the fire department and the Town did not
11 want Holden present during the negotiations. Belluomini believes another negotiation was
12 scheduled for April 1, 2001, and believes the Town's negotiator Leonard Smith refused to
13 negotiate because of Mr. Holden's continued presence.

14 A Town meeting was scheduled for April 10, 2001 wherein the Town Board discussed
15 bringing in another negotiator (Larry Beller & Associates). At that meeting, Board Member Tim
16 Leavitt stated his solution to the Town's negotiations with the Association "was easy. Which
17 two Town employees go to pay for it" and "[t]he money will be needed and the only way to
18 come up with the money is to cut staff somewhere. Mr. Leavitt said these are tough decisions
19 and he is ready to make them." (Town Board Meeting Minutes, Exhibit Q, p. 8 thereof.) The
20 minutes reflect that Leavitt continued that the money to hire outside negotiators "will come from
21 employees' salaries, whether it is one or two employees or three depending on the length of the
22 negotiation." (Exhibit Q, p. 8 thereof.) A newspaper article was provided to the Board, which
23 discussed this Town meeting, and quoted Member Mike Johnson as questioning what would
24 happen if the Town simply did not want a union. (Exhibit R.)

25 Belluomini was told he could not attend the Town meeting while on duty. He also
26 believed the Association reached an impasse with Beller & Associates as the second negotiators
27 for the Town. Since the employees attempted to unionize, Belluomini stated the Town has added
28 time to their work hours without additional compensation. See Exhibit X. He further stated tha

1 the Town has changed the past practice of buying supplies since the employees joined the
2 Association. See Exhibit Y. This has created a problem during weekends when supervisors are
3 not on shift to approve the purchase of pens, pencils, shower supplies, or cooking items. Also,
4 since the formation of the Association, his overtime has been cut due to the Town's increased
5 use of volunteers and part-time employees. Part-time employees are not members of the
6 Association. Another policy change since the Association formation is that employees are no
7 longer allowed to eat and drink in the ambulances. Due to required long periods of time in the
8 ambulances and summer heat, employees were formerly allowed to eat and drink in the
9 ambulances. To date, an employee has not been disciplined for eating or drinking in the
10 vehicles. Since the formation of the Association, he has also noticed the Town not providing the
11 employees with new uniforms while volunteers and part-time employees were getting new t-
12 shirts. No negotiations took place between the Association and the Town on these changed
13 working terms and conditions.

14 On cross-examination, Belluomini testified that only paramedics handled drugs and that
15 the additional fifteen (15) minutes allows them to transfer the drugs to the next shift prior to the
16 actual shift beginning. As a courtesy, someone would come in for "briefing" prior to the shift
17 beginning and would relay the information to the new shift coming on.

18 Jim Marshall testified as a firefighter/EMT intermediate with the Town. Emergency
19 medical technicians (EMTs) were a part of the Nye County Ambulance Service; however, the
20 Town took over the service. Marshall was a volunteer with Nye County Ambulance Service.
21 Marshall testified that the increased shift time did affect him. Although his shift is from 8 am
22 until 8 am (24 hours), he now has to come in at 7:45 a.m. He does not exchange drugs, only the
23 information provided by the previous shift. He also testified that he has been affected financially
24 due to the new overtime procedures. He also stated that a Battalion Chief told him he needed to
25 get out of the Association as it would "rat [expletive deleted]" him and break the Town. Lt.
26 Anita Deshawn also told him that the Association is out to "screw" the volunteers. He stated
27 there is definite friction between the Town, the employees, and the Association. Concerning a
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1 cheer over the radio, Marshall felt the reward offered by the Town was "offensive" and unfairly
2 targeted the fire fighter employees when the Townspeople also had access to the radio.

3 Larry Holden worked for the Town as a firefighter/paramedic from May 2000 until
4 March 6, 2001. He was similarly employed in the Chicago, Illinois area for approximately nine
5 (9) years. Holden was instrumental in obtaining members for the Association and worked with
6 Belluomini in establishing the Association. Holden claims he received satisfactory evaluations
7 prior to October 2000. However, he claims on one occasion the dispatcher gave him the wrong
8 address twice on a heart attack call. He was accused of being "surly" with the dispatcher and
9 admittedly was clearly upset and agitated over the incorrect address. He further claims other
10 accusations against him were minor, but that it seemed someone was always writing him up.
11 Holden recalls that Chief Duga made comments to him daily about the Association and how the
12 Town could not afford the negotiations and contract terms. Prior to the formation of the
13 Association, Holden claims he was treated very well and was even promoted to lead paramedic.
14 After the formation in October 2000, he noticed the department's demeanor towards him
15 changed.

16 Holden claims he copied his personnel file and was not aware of the sexual harassment
17 charges against him. He states Vern Long told him to stop dating a female bank employee some
18 time before October 2000 and he did. Holden refused to sign a resignation form, demanding a
19 union representative be present. The fire department said a representative was not necessary
20 since a collective bargaining agreement was not in effect. He does not believe he received an
21 exit memo from the Town and he did not contact anyone at the Town regarding his treatment by
22 the fire department. When he applied for unemployment, allegedly Chief Duga stated he was not
23 terminated for misconduct and the Town would not oppose his unemployment benefits. After
24 his termination, he continued to assist the Association in its formation and negotiations with the
25 Town.

26 Holden acknowledges that a conflict exists between volunteers with the fire department
27 and paid fire department employees. He also admits that the fire department could not operate at
28 this time without the volunteers.

1 Jane Snow works for the Town as an EMT and was Mr. Holden's partner. She is also a
2 member of the Association but her job has not been threatened. She testified she never doubted
3 Holden's competence, found him easy to work with, and that he was forthright with people
4 especially when he believed you were not properly performing your job. She further stated that
5 she did not believe he was unprofessional with the dispatcher over the incorrect address call.
6 She also testified that the employees are trained to identify themselves first on the radio before
7 getting into the message, which is contrary to the procedures used by the Town. Snow also
8 stated that volunteers are comfortable coming to her with problems, and she does not remember a
9 volunteer coming to her about Holden's performance. She does not remember Holden being
10 discourteous to volunteers. There were two volunteers, however, that did not want to work with
11 Holden. She is not aware of any inappropriate behavior between Holden and the female bank
12 employee now claiming harassment. She has worked for the fire department in Pahrump and
13 with the Nye Co. Fire Department for a total of 10 years.

14 Snow also testified that it is not uncommon to leave the ambulances unlocked. She does
15 not even know if the keys will unlock or lock the ambulances. Drugs are kept in a locked section
16 of a bag in the ambulance. She feels that Holden's qualifications may threaten his supervisors.

17 William Justin Snow has worked for the Town for approximately one to two years. He is
18 a volunteer for the fire department as a firefighter and he has had basic EMT training. He has
19 worked with Holden approximately once or twice a week. He has not observed Holden being
20 unprofessional or rude with other paramedics nor being unprofessional with volunteers. As a
21 matter of fact, he attributes what he knows to Holden's training him. Snow believes Holden to be
22 a competent paramedic. He does recall writing a statement about Paramedic Anderson's
23 treatment of a patient, but it is normal to write a statement when something occurs. He believes
24 this statement was necessary should the Town be found liable for the treatment rendered to the
25 patient.

26 Chuck Laking testified as the chief negotiator for the Association and as President of
27 Local 4068. He was a firefighter in Reno for 21 years. He helped with the Association's
28 organization in Pahrump. He recalls the first negotiation took place on March 30, 2001 and

1 believes only one meeting was held before an impasse was called. He wrote the letter of April
2 17, 2001 to the Town that he was submitting for an impartial fact finder due to the impasse.
3 (Exhibit S.) The Town responded that it did not want to go into impasse and wanted to attempt
4 negotiations again. (Exhibit T.) He was present when Leonard Smith did not want Holden on
5 the Association's negotiation team. He recalls Smith stating he had extensive experience in
6 negotiations with the City of Las Vegas and its fire department. He became concerned about
7 Smith's negotiation authority when Smith insisted that most items discussed be taken back to the
8 Town for approval. He was concerned too that Smith did not want to meet more frequently to
9 negotiate. Smith only wanted to meet once a month. The parties did agree that information
10 should not be provided to the media. He believed that an impasse was again necessary in
11 September 2001. As a matter of fact, fact-finding was scheduled for January 2002 but was
12 postponed because negotiations commenced.

13 Certain tentative agreements were reached with the Town's negotiators after Smith left
14 the team. However, in October 2001, a newspaper article appeared wherein the fire chief stated
15 he would be drafting new rules and regulations for firefighters. This would be in violation of
16 negotiations with the Association and the tentative agreements reached. He also felt this
17 "vilified" the Association during negotiations, violated the spirit of the agreement between the
18 Town and the Association, and meant to inflame the Town people against the Association.

19 Tim Leavitt testified as a member of the Town Board. Previously, he was the vice
20 chairman of the Board, chairman of the Board, and is now a member only. He was chairman in
21 April 2001, when the remarks were made about which employees would be fired to pay for
22 negotiations with the Association. He felt that it was not necessary to bring in outside
23 negotiators and could not understand the \$200 per hour they charged. He stated his remarks
24 were merely to stress to the townspeople his frustrations over the money it will cost the Town for
25 negotiations. He was just trying to make it clear how expensive the negotiations were, e.g., as
26 much as the salaries of two to three employees. He stated there is no union animus by the Board,
27 and that it is merely a habit of his to say something without thinking of the consequences.
28 Furthermore, he did not feel his remarks were threatening. However, at Smith's suggestion, his

1 remarks were modified to reflect the money for negotiations would be taken from appropriate
2 and available sources. Leavitt did testify further that he was also upset over the Association's
3 pamphlet.

4 Vern Long was the fire chief in the Town from October 1996 through November 2001.
5 He has since retired, but was a firefighter for approximately 34 years. Concerning the alleged
6 remarks made over the radio, he stated he was merely trying to be compatible with the police and
7 their radio procedures, and that he wanted his employees to be professionals. He stated he did
8 not appreciate Holden's behavior towards volunteers, and that Holden had told volunteers that
9 they should not be in the fire department. He stated there is animosity between paid firefighters
10 and volunteers. He received some memos concerning Holden and his behavior (e.g., Exhibits
11 MM2, 3, 5, 6, 7, and 8). Allegedly there were eight incidents involving Holden between October
12 2000 and March 2001. He personally felt Holden's harassment of a female bank employee,
13 while in uniform, was a bad reflection on the fire department. He stated a deputy sheriff for that
14 county came to talk to him about Holden and this female bank employee. Long tried to keep the
15 situation "low key" because of the professional relationship between the sheriff's department and
16 his fire department. He stated Holden would know if he was being counseled by Long, rather
17 than it being mere conversation. He also stated that Holden was terminated due to his failure to
18 follow orders. Long stated he spent more time with Holden than he did with 10 other employees.

19 Long does not know who is and is not in the Association. He never asked for the
20 Association list. He himself did not oppose the Association's organization as he felt it might
21 help him get the department in the shape he would like to see it. He was a member of the
22 International Association of Firefighters and was a shop steward at one time. Long also stated
23 that he had problems with the Town over budgeting. The Town wanted the fire and ambulance
24 service but did not want to pay for it. It is his recollection that the Town had seven different
25 managers over five years. He also attributes the problems to the Town's fast growth recently,
26 lack of money, and lack of foresight.

27 Long further testified that no employee was denied new uniforms, but there were times
28 when the department had no money for items such as t-shirts. Concerning the order to stop

1 eating and drinking in the vehicles, he stated it was issued because the employees were sloppy.
2 He stated the employees did not clean up their mess and it could be a safety problem (e.g., a pop
3 can rolling around on the floor by a driver's foot). Concerning locked ambulances, he stated if
4 they were inside the station, they did not need to be locked. However, if they were outside,
5 vehicles should be locked if they had drugs or simply removed the drugs from the vehicle.

6 Leonard Smith testified he was an independent contractor/attorney for the Town from
7 October 1989 until January 2002. He felt the Association was concerned with the chain of
8 command and lack of departmental procedures. In his opinion, the first meeting with the
9 Association was to "iron out" procedures and that he wanted items or agendas in advance so he
10 could discuss them with the appropriate Town representative, e.g., if the item concerned
11 something affecting the Town's budget, he wanted to meet with the financial people prior to
12 meeting with the Association. Smith believes the Association was discourteous by not providing
13 him with adequate time to review its proposals and that the Association wanted to negotiate on
14 "much" more than the mandatory subjects of bargaining. He feels it is easier to negotiate on
15 smaller, fewer items at a time, than negotiate over a lengthy list of items. He also felt
16 uncomfortable with Holden on the Association's negotiation team because of Holden's potential
17 litigation against the Town, and based on the fact that Holden had hired an attorney already to
18 represent him in the suit against the Town. He believed some of the Association's acts were
19 meant to intimidate the Town, and that the Association's acts at the second meeting was "silly"
20 as he only wanted additional time to review the lengthy proposal the Association provided.

21 Smith testified he never told the Association that he had to take everything back to the
22 Town for approval. He left the Town negotiation team because of the time involved and based
23 on the fact that he was paid a flat fee for his services. He said to negotiate as often as the
24 Association wanted would have been financially devastating to him. Concerning the remarks
25 made by Town Board Member Leavitt, Smith stated he was only venting steam over the
26 situation.

27 Peggy Warner testified as the Interim Town Manager. She also held the position of
28 Assistant Town Manager. Inasmuch as the Town did not have a Human Resource Department,

1 the Assistant Manager would have handled any potential Human Resource problems. At this
2 time, she does not have an Assistant Town Manager. Also, this was her first experience with
3 negotiations with an Association. She believes the Association's main concerns were safety,
4 rules-regulations, and operating procedures. She has dealt mostly with A.J. Belluomini. She did
5 not really want the Association to come in, but she did not have any animosity towards the
6 Association. She personally felt if guidelines were in place, the employees would not have
7 formed an Association.

8 She thought some of the Association's requests were unreasonable; for example,
9 insurance would have increased for the firefighters from \$95,000 a year to \$215,000 a year.
10 After Beller & Associates were hired as negotiators, she believed things got accomplished.
11 Tentative agreements were entered into. She did feel, however, that Laking (on behalf of the
12 Association) was belittling of the Town and acted in a demeaning manner towards the Town. He
13 would roll his eyes and play with his mustache; also his body language would indicate
14 displeasure. He would also yell, rant, and rave for no apparent reason. The Town Board also
15 noticed this behavior by Laking. Because of costs, Beller & Associates has been replaced with a
16 member of the Town Board to conclude negotiations. She believes the Association is asking for
17 more than the employees really wanted and that the employees may not know exactly what is
18 going on in negotiations. Since she has been involved in the negotiations, the Association's
19 negotiation team has showed up late for the sessions. She does not know if the Town and the
20 Association are now at an impasse in negotiations.

21 She believes there has been approximately 20 negotiation sessions, and that the parties
22 have agreed on approximately 20 articles out of 36.

23 Kim Jennings approached Warner about sexual remarks made by Holden to Jennings.
24 Warner believes Mrs. Jennings also went to the Fire Chief as well concerning Holden's actions.
25 Apparently, there is one other female who was intimidated by Holden.

26 Kim Jennings testified she is an administrative assistant with the Town and that her
27 husband previously worked for the fire department. She testified that Holden would make
28 unwelcome suggestive remarks concerning her body. Eventually his sexually suggestive

1 remarks made her feel uncomfortable as they became more personal and more serious. She
2 asked him to stop, but he did not and she was aware of his anger problem. Her husband was and
3 is currently working out of state and she began to fear for her safety as well as for the safety of
4 her family. She feels he gets confrontational with people. She did not mean to get Holden fired
5 from his position, but only meant for Holden to quit making his sexual comments.

6 **FINDINGS OF FACT**

7 1. The Association notified the Town of its representation of members in October 2000
8 and informed the Town it would contact it regarding dates for negotiations, which it did in
9 January 2001.

10 2. The Town requested membership cards and/or verified membership list, and the cards
11 were produced to the Town in February 2001.

12 3. The first negotiation took place on March 30, 2001; and according to Ms. Warner,
13 approximately 20 negotiation sessions have taken place to date with the parties agreeing on
14 approximately 20 articles out of 36.

15 4. Leonard Smith, Esq., was an independent contractor providing legal services to the
16 Town and was initially involved in the negotiations with the Association. Thereafter, the
17 negotiation firm of Beller & Associates was hired by the Town to replace Mr. Smith.

18 5. It is undisputed between the parties that tensions arose between the Association's
19 negotiation team and Mr. Smith, and that the Association wanted to meet more frequently than
20 Mr. Smith desired.

21 6. That this was the Town's first negotiation with an employee organization.

22 7. That it is undisputed that remarks were made by Tim Leavitt as the Chairman of the
23 Town Board indicating that two employees could be fired and their salaries used to pay the
24 Town's negotiations expense. In testifying regarding the same at the administrative hearing, Mr.
25 Leavitt confirmed his statement. The Board found the behavior of Leavitt to be threatening at
26 the Town Board meeting and without remorse before this Board. The Town's Closing Argument
27 Brief admitted that Leavitt's remarks could be taken as a threat to certain employees' jobs but
28 that Leavitt thought his attorney's reaction and remarks allegedly corrected his outspokenness.

1 8. Holden was hired by the Town in May 2000 and was terminated on March 6, 2001.
2 During his employment with the Town, evidence and testimony were produced that Holden had
3 been reprimanded for various situations including but not limited to his demeanor over the radio,
4 alleged sexual harassment of two female Town employees (e.g. Kim Jennings), an alleged
5 incident with a female bank teller, discourteous conduct towards volunteers, and leaving an
6 ambulance unattended and containing drugs. Holden at all pertinent times was still a
7 probationary employee.

8 9. The Town apparently altered past practices concerning the terms and conditions at
9 work after recognizing the Association and such may be construed as anti-union animus.

10 10. A counterclaim was asserted in the answer to the first complaint but not in the
11 answer to the amended complaint.

12 11. The Board finds several participants in either side in this dispute engaged in abrasive
13 conduct exacerbating the developing relationship between the Association and the Town.

14 12. Literature was disseminated by the Association during negotiations in violation of
15 the parties' tentative agreements and such literature could influence and inflame the Town's
16 residents.

17 13. Should any finding of fact be more properly construed as conclusions of law, may
18 they be so deemed.

19 CONCLUSIONS OF LAW

20 1. The Local Government Employee-Management Relations Board has jurisdiction over
21 the parties and the subject matters of the complaint on file herein pursuant to the provisions of
22 NRS Chapter 288.

23 2. The Town is a local government employer as defined in NRS 288.060.

24 3. The Association is an employee organization as defined by NRS 288.040.

25 4. The Town and the Association are in the process of negotiating a collective bargaining
26 agreement.

27 5. That there was a delay caused by the Town in negotiating with the Association.

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6. That Mr. Leavitt's ~~threats~~ could have a chilling effect on employees' desire to become/remain a member of the Association, and his remarks to this Board did not evidence any remorse over his abrasive and threatening behavior at the Town Board meeting.

7. The Association did not prove with substantial evidence that Holden was terminated due to union activity.

8. Laking, representing the Association, did not help the situation in his failure to fully and in good faith cooperate with Warner.

9. The Town unilaterally changed past practices in terms and conditions of employment after recognizing the Association.

10. The Town did not ~~reassert~~ its counterclaim in its answer to the amended complaint.

11. The Town and the Association disseminated information in violation of their tentative agreement.

12. Should any conclusion be more properly construed as a finding of fact, may it be so deemed.

DECISION AND ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

Due to the inexperience of the Town in dealing with employee associations and the Town's recent rapid growth, it violated NRS 288 by acting in bad faith in its early dealings with the Association. However, it appears the Town is now negotiating in good faith with the Association. The Board finds that the Town was not acting in bad faith at the time of the hearing.

The Town has recognized the Association and it is ordered that the parties continue to negotiate in good faith and that neither the Town nor the Association is to disseminate negotiation information pursuant to the parties' tentative agreement.

IT IS FURTHER ORDERED that employees should not be terminated by the Town for union activity; however, substantial evidence was not presented that Holden was discharged for his union activity. Credible evidence was presented that Holden was fired for other reasons.

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1 Concerning the Town's counterclaim, both parties are found with unclean hands
2 concerning dissemination of information in violation of the parties' tentative agreement and both
3 parties are hereby ordered to cease and desist in such behavior.

4 IT IS FURTHER ORDERED that the Board may entertain a motion for fees and costs for
5 the Association if filed within 10 days of the date of this order.

6 DATED this 7th day of May, 2002.

7 LOCAL GOVERNMENT EMPLOYEE-
8 MANAGEMENT RELATIONS BOARD

9 BY: 

10 JOHN E. DICKS, ESQ., Chairman

11 BY: 

12 JAMES E. WILKERSON, SR., Vice-Chairman

13 BY: 

14 JANET TROST, ESQ., Board Member
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