
DAVID TRASK,)
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 Complainant,)
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 v.)
)
 FRATERNAL ORDER OF POLICE,)
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)
 Respondent.)

DECISION AND ORDER

The prohibited practice complaint in this matter was filed on December 28, 2015, and amended on February 9, 2016. The Complaint alleged the Fraternal Order of Police ("FOP") breached the duty of fair representation owed to members of the Madison Police Department in dealing with both the Town of Madison and the Somerset County Sheriff's Department regarding the dissolution of the Town's police department and assumption of the policing responsibility by the Sheriff's Department effective July 1, 2015. On February 16, 2016, the Executive Director dismissed the portion of the Complaint concerning Somerset County because the County had no obligation to bargain with respect to newly-hired employees and, consequently, the charge against the FOP failed to state a claim. The Executive Director ruled that the remaining allegations regarding the FOP's dealings with the Town of Madison could proceed to hearing.

The Complaint as amended alleges that the Fraternal Order of Police violated 26 M.R.S. §964(2)(A) when it breached its duty of fair representation in dealing with the Town of Madison. Specifically, the amended complaint alleges that the FOP breached

its duty by, A) failing to pursue impact bargaining to arbitration after bargaining with the Town regarding the added cost of health insurance faced by the police department employees by moving to the Somerset County Sheriff's Office; and B) failing entirely to pursue impact bargaining on other issues, such as loss of seniority and rank.

The Board held an evidentiary hearing on October 20, 2016, and February 3, 2017. Throughout this proceeding, Complainant Trask has been represented by Robert E. Sandy, Esq., and Respondent FOP has been represented by Benjamin K. Grant, Esq. Both parties were able to examine and cross-examine witnesses, offer documentary evidence at the hearing, and submit written argument. Chair Jeffry J. Knuckles, Esq., presided at the hearing, with Employer Representative Robert W. Bower, Esq., and Employee Representative Ms. Amie M. Parker. The parties' post-hearing briefs were both filed by March 17, 2017, and the Board deliberated this matter on March 20, 2017.

JURISDICTION

The Fraternal Order of Police is a bargaining agent within the meaning of 26 M.R.S. §962(2). Mr. David Trask was a public employee as defined by 26 M.R.S. §972(6) and was part of the Town of Madison's Police Department bargaining unit at the relevant times. The jurisdiction of the Maine Labor Relations Board to hear this case and to render a decision and order derives from 26 M.R.S. §968(5).

FINDINGS OF FACTS

1. Complainant David Trask was employed by the Madison Police Department for over 27 years as a police officer, a corporal, then a sergeant since 2002. In early 2015, the

Madison Police Department consisted of the Police Chief, Sergeant Trask, four other police officers and a secretary. Mr. Trask was the only sergeant and had the most seniority of any of the officers.

2. The Maine Association of Police had previously represented the Madison Police Department bargaining unit. The last collective bargaining agreement expired June 30, 2010, and the terms and conditions of employment continued to be maintained while the parties attempted to negotiate a successor agreement. The article on health insurance coverage required the Town to pay 100% of the premium costs for single, two-person and family coverage.
3. In 2012, the FOP became the bargaining agent for the unit and began bargaining with the Town for a new bargaining agreement in mid-2013. Mr. Jack Parlon, a labor specialist employed by the FOP, was the chief negotiator and representative for the FOP unit. Negotiations and mediation continued through 2013, and the parties eventually filed for interest arbitration in 2014, though the arbitration never occurred. The terms and conditions of the agreement that expired in 2010 continued to be maintained while the parties pursued the impasse resolution procedures.
4. Mr. Parlon testified that bargaining seemed to be heading to impasse over wages and medical insurance. He also testified that the rancor between him personally and certain members of the Town's bargaining team had reached a point where he felt it was no longer productive. The FOP switched the lead negotiator responsibility to Timothy Farwell, another FOP labor representative, although it is not clear when in 2014 this happened.

5. In August of 2014, the assessed value of the Madison Paper Industries' mill (until then, the Town's largest taxpayer) dropped from nearly \$230 million to \$80 million, causing a loss of tax revenue for the Town of about \$2.2 million.
6. Following a Town meeting that September, the Town took measures to fill the budget gap by increasing the mil rate, issuing a freeze on all capital expenditures, reducing all department budgets by 3%, spending from reserves, and obtaining a line of credit.
7. During this period, the FOP representatives and the Town's representatives had discussions about the effect of this loss of tax revenues on the fiscal year 2014-2015 budget and beyond. The FOP labor specialists spoke to the membership about the devaluation and they discussed how the changed economic situation could impact negotiations. Mr. Parlon testified that their impression was that the Town was using the devaluation of the mill as an excuse to avoid their bargaining obligation or to force the FOP to acquiesce to the offer the Town had on the table.
8. On December 23, 2014, the FOP filed a Prohibited Practice Complaint (PPC) against the Town charging a failure to bargain in good faith. Following standard MLRB procedure, the parties were notified that a prehearing conference was scheduled and that by March 26, 2015, the parties would have to exchange pre-hearing submissions, including lists of witnesses, exhibits and a statement of relevant issues of fact and law. See MLRB Rules Ch. 12, §10(2).
9. Dale Lancaster took office as the Sheriff of Somerset County on January 1, 2015. His offices are located in Madison, as is the Somerset County Jail. Sometime in February, Town officials approached the Sheriff to inquire about whether

the Somerset County Sheriff's Department could provide police services for the Town of Madison. This request was prompted by the need for budget savings and the recent announcement by the Madison Police Chief that he would retire at the end of the fiscal year. Sheriff Lancaster met privately with the Police Chief three or four times to assess the matter and develop a model of what police services would look like if the Sheriff's Department took it over. In order to determine the costs of performing police services for the Town, the Sheriff had to consider the costs, assets, and budgets under which the Police Department operated. The Sheriff worked closely with the Police Chief to understand the basis for each line item in the budget as well as the logistics of implementing such a proposal. The model that served as the basis for the Sheriff's proposal to the Town (which included the cost details) was based on the Madison Police Department employees being hired as new employees, maintaining the same offices in town and the same level of services, and being budget neutral for the County.

10. On March 24, 2015, a detailed article appeared in the Central Maine Morning Sentinel describing the previous night's vote of the Madison Board of Selectmen in favor of a proposal to dissolve the Police Department effective July 1, 2015, and have law enforcement responsibilities administered by the Somerset County Sheriff's Department. The article indicated that the proposal would be presented in a public hearing and the change would be subject to the voters' approval at a Town Meeting. The article stated that the five patrol officers and the secretary at the Madison Police Department would be able to work for the sheriff's department in Madison. Specifically, the article stated:

In Madison, the cost of contracting with the sheriff's department would generate cost savings through the elimination of salary and benefits for the chief and changes in salaries and benefits for officers, Lancaster said. He said Madison patrol officers' pay would not be cut and that the savings would come mostly from insurance costs.

11. The publication of the article was the first notice that the Town was pursuing this plan. Mr. Parlon testified that there had been rumors that the Town was considering a contract with the Sheriff's office to handle policing, but he thought it was a scare tactic to put pressure on them to accept the Town's last offer.
12. Shortly after the article appeared, the parties to the pending PPC had to file their prehearing submissions. The FOP's submission identified as one relevant issue of fact or law whether the "'mill devaluation' was a bona fide unforeseen event that led to the statement that Madison might reduce its last, best offer."¹ The FOP's submission also identified the question of whether a "mootness" issue arose from the recently-announced proposal to eliminate the Police Department. At the prehearing conference, the parties agreed to stay the proceeding and the PPC was eventually withdrawn after the dissolution of the police department.
13. Mr. Parlon testified that he had never encountered a situation in which a town disbanded its police department. During the period following the publication of the newspaper article, the FOP had a couple of meetings with members of the Madison Police Department bargaining unit. Mr. Parlon also had several telephone conversations with Trask and other unit members.

¹The Board takes administrative notice of the FOP's prehearing submission for PPC No. 15-16, FOP v. Town of Madison, which was attached to Respondent's brief.

14. Mr. Trask testified that immediately after the newspaper article appeared in March, there were no formal meetings or memos from the FOP specific to the proposed change, though there were individual conversations between unit members and with the two FOP representatives.
15. The Town held a public hearing on the proposal on April 6, 2015. Sheriff Lancaster explained the objectives involved of providing the same policing service, keeping the Town's police office open, hiring the police officers as deputies but restricting their detail to Madison, and having the entire plan be budget neutral for the County. The Sheriff indicated that the 5 officers and the secretary would become County employees and fall under county wages and county benefits. The savings would be from the costs of administration and benefits.
16. There were at least twenty citizens present at the public hearing and the Sheriff responded to numerous questions. Some of the citizens were concerned about the proposed change for reasons such as loss of control over the police department, less policing service, and long-term costs. Some citizens saw it as practical way to make one step in closing the budget deficit, but not everyone agreed that the cost savings were large enough to justify the change. Someone asked if the officers would have the opportunity for advancement within the Sheriff's department and whether the resulting vacancy would be backfilled. The Sheriff said yes to both questions and said that conversations with the Union were "going on right now."
17. There were no comments or questions from the audience that were presented as a Union concern, though not all speakers identified themselves when they spoke. Mr. Parlon did not

attend this public hearing, but Ms. Stacy Hatch, the Police Department secretary who served as the unit president, did attend. There was no evidence that the Union or any members of the bargaining unit attempted to influence the vote of the Town residents on the proposed change.

18. At the public hearing, the Town representatives stated that the proposal would go to a vote in their Town Meeting as one component of the Town's budget. Thus, the proposal would be directly voted on by the citizens at their Town Meeting.
19. Mr. Trask testified that the Town's proposal came up in meetings and in general conversations, but the proposal was not viewed as having any bearing until after it was voted on by the Madison citizens. He also testified that it was "a commonly-held belief" within the Madison Police Department that they would be coming under the Sheriff's Department contract "but in the same positions, only sort of being given an entirely fresh contract and be under those terms."
20. The FOP is the bargaining agent for the Law Enforcement division of the Somerset County Sheriff's Department in addition to being the bargaining agent for the Madison Police Department. The FOP's relationship with the Sheriff is not particularly hostile, but is based on a degree of mutual respect: both sides were able to bargain hard for their respective interests. Mr. Parlon served as the lead negotiator for this bargaining unit. During the spring of 2015, the FOP and the Sheriff's Department were negotiating a successor agreement to the agreement that was set to expire on June 30, 2015. The dates of the bargaining sessions between the FOP and the Sheriff's Department were not established in the record, but the first one appears to

have occurred prior to April 6, 2015, and the new collective bargaining agreement was finalized by June 30, 2015.

21. At some point during these discussions between Mr. Parlon and Sheriff Lancaster, the Sheriff suggested a memorandum of agreement (MOA) that addressed the terms of employment for the Madison employees who would be coming in as county employees. Mr. Parlon was opposed to this, as he thought it would create two classes of employees with different terms and conditions of employment. When Mr. Parlon raised the issue of the Madison officers' rank and seniority, the Sheriff made it clear that the Madison police officers would be hired as new employees and could either accept the job offer or not. They would be evaluated and treated as new employees, subject to the standard probationary period.
22. Mr. Trask was very clear to Mr. Parlon that he was concerned about his seniority, his rank, and the transition to the Sheriff's Department. Mr. Parlon testified that because the President of the Somerset County Law Enforcement unit had a personal relationship with Mr. Trask, sometimes he spoke with him about the issues raised by Mr. Trask.
23. At some unspecified time before the June 8 vote, Mr. Parlon had conversations with the Town's attorney, Matt Tarasevich. These conversations generally concerned the Town's intent and what the Town was going to do with the Police Department employees, although further detail was not provided.
24. Mr. Parlon testified that they did not request impact bargaining until it became clear that the proposed plan would be adopted when the voters of Madison approved it in the Town Meeting. Mr. Parlon testified that it did not make sense to impact bargain at an earlier stage before knowing what the plan was.

25. At the Town Meeting of June 8, 2015, the voters were presented with two budget options for police services. The higher one represented the cost of continuing with the Madison Police Department, and the lower amount represented the proposal to have the Sheriff's Department take over policing services. The voters approved the latter, and the change was to be effective July 1, 2015.
26. Mr. Trask met with Sheriff Lancaster shortly after the Town vote. He learned that he would not retain his rank or seniority and that he would be a patrol deputy on a probationary status.
27. Mr. Trask contacted Mr. Parlon shortly after the town vote in June to discuss the impending loss of seniority and benefits, and the health insurance costs. Under the collective bargaining agreement for the Sheriff Department Law Enforcement Division, the individual employee's health insurance is fully paid by the County, but the employee must contribute 70% of the added cost for dependent coverage. There were three employees affected by this change. For family coverage, the added amount was around two thousand dollars annually over the cost as Madison Police Department employees. Mr. Parlon said there was a limited amount that they could do for the Police Department because the bargaining unit would cease to exist and the benefits and protections of the collective bargaining agreement would be gone. Mr. Parlon said they were scheduling an impact bargaining session to discuss the economic impact the change was going to have on some employees.
28. On June 9, 2015, the FOP sent a formal request to bargain the impact of the plan approved by the Madison voters. This letter was addressed to both the Town of Madison's Interim

Town Manager and the Somerset County Administrator but was only delivered to the Town.

29. On July 1, 2015, the former Madison Police Department employees were hired by Somerset County as new employees. The Police Officers were hired as Deputies and were placed in the pay scale at steps reflecting their experience as law enforcement officers. No employee suffered a loss in base pay, and Mr. Trask's hourly rate went from \$19.19 to \$19.63. Mr. Trask received a check from the Town of Madison for accumulated time-off benefits.
30. An impact bargaining session with the Town was held on July 13, 2015. Mr. Parlon invited Mr. Trask to attend this meeting, even though Mr. Trask was not a member of the FOP bargaining team. Also present were FOP Labor Representative Tim Farwell, attorney Matt Tarasevich, the vice chair of the Select Board, and the Town Manager.
31. The impact bargaining session focused on the financial impact on the affected employees due to the significantly higher contribution to the health insurance premiums for those with dependent coverage.
32. Mr. Trask testified that during the impact bargaining session he participated in the discussion, was able to voice his concerns over the increased health care costs for him, and that Mr. Parlon was very much supportive of his concerns. Mr. Parlon testified that the Town seemed receptive to the arguments they presented, and at the end of the meeting the Town indicated they needed time to think it over.
33. Mr. Tarasevich called Mr. Parlon later, and stated that the Town was not legally obligated to do anything and, conse-

- quently, would not do anything. According to Mr. Parlon, Mr. Tarasevich made it clear the Town would not budge.
34. The FOP made no further effort to bargain with the Town of Madison over the impact of the dissolution of the police department, nor did the union file for mediation. Mr. Parlon testified that based on legal advice from both the FOP attorneys at the national and at the state level, he was doubtful of the Town's legal obligation to bargain over the impact of the Madison voters' decision to dissolve the police department.
35. Mr. Parlon's efforts on behalf of the Madison Police Department employees with respect to their county employment resulted in the officers being covered by the collective bargaining agreement for the Law Enforcement division, rather than a separate MOA. He was less successful in getting the Sheriff to address their concerns about rank and seniority, other than the Sheriff's placing them in the pay scale at steps reflecting their experience.
36. Although Mr. Trask testified as to his own theory of what the FOP could have done to pursue the matter with the Town after impact bargaining, there is nothing in the record to indicate that he communicated this view at any time nor did he submit any sort of request to the FOP to continue to demand bargaining on the police services issue. There was no testimony that Mr. Trask or any other former member of the Madison Police Department ever expressed any dissatisfaction with how the FOP had handled these issues.
37. At some point after the move to the Sheriff's Department but before he filed the PPC, Mr. Trask met with Mr. Chapman, the

local Maine attorney retained by the FOP.² Mr. Trask's asked if there was some avenue to "undo the damage" and restore things to the way they were. Mr. Trask testified that Mr. Chapman said that "there was nothing that he knew of that could be done to change what had happened at that point in time." It is not clear when this meeting occurred.

38. At some point prior to December 2015, the Sheriff had a counseling session with Mr. Trask about his performance. The Sheriff granted Mr. Trask's request to have an FOP representative with him during this session. The representative was Mr. Chapman, the attorney mentioned in the preceding paragraph. It is not clear if Mr. Chapman met with Mr. Trask on two separate occasions or just once.
39. In December of 2015, Mr. Trask was informed by the Sheriff that things were not working out and that his employment was terminated. As Mr. Trask was a probationary employee, the Sheriff was not obligated to base his decision on "just cause," as would be necessary for non-probationary employees under the terms of the collective bargaining agreement.
40. Mr. Trask filed his prohibited practice complaints against the Town and against the FOP on December 28, 2015.

DISCUSSION

The question presented is whether the FOP breached the duty of fair representation owed to the Complainant by not demanding further impact bargaining with the Town of Madison after the single meeting on July 13, 2015, and by not raising any issues other than health insurance costs in that bargaining session. Although not specifically raised in the Complaint, we will also

²This meeting was a benefit available to Mr. Trask through the FOP's legal defense plan.

address the argument raised in the Complainant's brief of an alleged breach by the failure of the FOP to demand impact bargaining prior to the citizens' vote at the Town meeting. Given the specific circumstances of this case, we hold that the FOP did not breach its duty of fair representation because its conduct was not outside of the "wide range of reasonableness" that must be afforded to a union in the conduct of its affairs.

The FOP has a duty of fair representation that extends to all employees in the Madison Police Department bargaining unit. This duty derives from 26 M.R.S. §967 sub-§ 2 ¶5, which grants the bargaining agent the sole and exclusive authority to act as the bargaining representative for the employees in the bargaining unit and includes the corresponding obligation to represent all of the employees in the unit fairly. This Board and the Maine Law Court have held that the duty of fair representation is breached only when a union's conduct toward a bargaining unit member is arbitrary, discriminatory, or in bad faith. Lundrigan v. MLRB, 482 A.2d 834 (Me. 1984), Brown v. MSEA, 1997 ME 24, ¶7, 690 A.2d 956. See also Vaca v. Sipes, 386 U.S. 171, 190, 87 S.Ct. 903 (1967).

In defining the scope of the duty of fair representation, Maine law is comparable to the duty of fair representation under the National Labor Relations Act. See Langley v. MSEA, No. 00-14, at 25 (March 23, 2000), aff'd, 2002 ME 32, 791 A.2d 100. A finding that the union's conduct is arbitrary, discriminatory or in bad faith involves the following analysis:

A union's actions are arbitrary only if, in light of the factual and legal landscape at the time of the union's actions, the union's behavior is so far outside a wide range of reasonableness as to be irrational. A union's discriminatory conduct violates

its duty of fair representation if it is invidious. Bad faith requires a showing of fraud, or deceitful or dishonest action.

David J. Jordan v. AFSCME, No. 07-15 (June 18, 2008) at 16, and Sharron V. A. Wood v. MEA and MTCS, No. 03-06 (April 21, 2005) at 28, quoting Aguinaga v. United Food & Commercial Workers Int'l Union, 993 F.2d 1463, 1470 (10th Cir. 1993) cert. denied, 510 U.S. 1072 (1994)(internal quotations and citations omitted). Furthermore, it is well established that "[m]ere negligence, poor judgment or ineptitude are insufficient to establish a breach of the duty of fair representation." Lundrigen v. M.L.R.B., 482 A.2d 834, 836 (Me. 1984), quoting Ford Motor Co. v. Huffman, 345 U.S. 330, 338, 73 S.Ct. 681, 686 (1953).

Here, the Complainant argues that the FOP's conduct was arbitrary.³ The essence of the Complaint is that the FOP could have, and should have, done more and should have demanded impact bargaining earlier.⁴ We must assess the reasonableness of the Union's conduct in light of the factual and legal landscape at time of the alleged breach. Airline Pilots Assoc. v. O'Neill, 499 U.S. 65, 67 (1991). In this case, that means assessing the reasonableness of the conduct from the time the proposal was announced through the implementation in July, not as perceived in December when Mr. Trask's employment was terminated. Id. at 79 ("A settlement is not irrational simply because it turns out in retrospect to have been a bad settlement.") We will consider the alleged breaches chronologically.

³ The Complainant identifies no facts to support his claim of discriminatory treatment, but simply asserts, "The injury caused to Sergeant Trask was so great, and the indifference to that injury by the Union so offensive, as to be discriminatory". Br. at 11-12.

⁴ In its brief, the Complainant raises for the first time an alleged breach of the duty of fair representation in the FOP's failure to demand bargaining over the decision to contract with the Sheriff's, as distinct from the impact of that decision. We dismiss this charge as untimely.

The factual landscape in the first months of 2015 includes the \$2.2 million budget shortfall faced by the Town, the Police Chief's pending retirement, the bargaining history between the Town and the FOP including the prohibited practice complaint filed in late 2014, the informal discussions that occurred after the Town announced the plan, the mixed reaction to the proposal from Town residents at the April 6 public hearing, the lack of evidence that the Madison police officers were opposed to becoming deputies, and the absence of evidence that unit members were advocating for the FOP to take a different approach to impact bargaining.

The legal landscape at the time of the alleged breach was the action taken by the Board of Selectmen to present the proposed move of policing services to the Town residents for approval at a Town meeting, the statutory declaration that the duty to bargain does not require either party to make a concession, the exclusion from coverage of the Act those employees with less than six months of employment with their employer, and the question surrounding the FOP's statutory authority to demand bargaining or interest arbitration after the Police Department ceased to exist on July 1, 2015.

The FOP's experience with the Town of Madison in bargaining for a successor agreement was a protracted and contentious one, with the impasse at the start of 2015 centered on wages and health insurance. Lower health insurance costs and the elimination of the Police Chief's salary and benefits were the primary sources of the savings generated by the proposed move to the Sheriff's Department. In the months between the newspaper article in March and the Town Meeting in June, the Mr. Parlon had a number of conversations with the Town's attorney about the Town's plan for

the Police Department employees. There was little testimony about the details of these conversations, but given the circumstances and the fact that the Union had essentially no bargaining leverage, it is unlikely that the Town would have expressed any interest in providing the employees any more money than they had to. Even though a formal written demand to bargain impact could have been made at any time once the plan was announced, the duty to bargain does not require either party "to agree to a proposal or be required to make a concession." 26 M.R.S. §965(1)(C). In light of all that had been going on, pursuing bargaining with the Town would have pitted the desires of the Police Department directly against the welfare of the taxpayers in a very public way. The FOP's desire not to do this was not irrational, particularly since there is no evidence that any member of the bargaining unit was advocating this step. Instead, here the FOP attempted to address the members' concerns with the Sheriff, with whom Mr. Parlon had a better working relationship, a decision that was not irrational in the circumstances.

The Complainant alleges that the FOP breached the duty of fair representation by unnecessarily limiting the scope of impact bargaining to the additional cost of health insurance benefits. The Complainant asserts that other matters could have been included, but were not. With respect to the issues of rank, seniority and probationary status of the affected employees once they became part of the Sheriff's Department, Mr. Parlon already knew the Sheriff's position on this and, in any event, the Town had no authority to bargain over another employer's working conditions. With respect to reduction in benefits based on seniority, such as vacation accrual rates, the decision not to raise that in addition to the compensation sought for added health

insurance costs is not outside the wide range of reasonableness as to be irrational.

The Complainant further argues that after failing to achieve any gains from the July 13, 2015, impact bargaining session, the FOP should have sought mediation or interest arbitration or filed a prohibited practice complaint against the Town for failure to bargain in good faith. As noted above, the statute does not require either party to agree to a proposal in bargaining, so a prohibited practice complaint based on the Town's refusal agree to compensation would be groundless. With respect to the FOP filing for mediation or interest arbitration, there was an open question of whether the FOP had the statutory authority of a bargaining agent once the Madison Police Department ceased to exist. The Town attorney's comment to Mr. Parlon after the impact bargaining session that they had "no obligation" could mean that the Town would refuse to participate and would litigate the issue, if necessary. The reasonableness of a union's conduct must include consideration of the costs and benefits of any course of action and the likelihood of success. In any case, there was no evidence that Mr. Trask or anyone else in the bargaining unit suggested that the FOP continue the battle. Consequently, the FOP's conduct was not even unreasonable, let alone irrational.

The Complainant has the burden of proving by a preponderance of the evidence that the FOP breached its duty of fair representation. 26 M.R.S. §968(5)(C). We conclude that the Complainant has not met his burden of proof, and we must therefore dismiss the Complaint.

ORDER

On the basis of the foregoing discussion, and by virtue of and pursuant to the powers granted to the Maine Labor Relations Board by 26 M.R.S. §968(5), it is ORDERED that the Complaint in Case No. 16-07 be, and hereby is, DISMISSED.

Dated at Augusta, Maine, this 12th day of May, 2017

MAINE LABOR RELATIONS BOARD

The parties are advised of their right to seek review of this decision and order by the Superior Court by filing a complaint pursuant to 26 MRS § 968(4) and in accordance with Rule 80C of the Rules of Civil Procedure within 15 days of the date of this decision.

Jeffry J. Knuckles
Neutral Chair

Robert W. Bower, Jr.
Employer Representative

Amie M. Parker
Employee Representative