

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1 MARINE)	MEC Case No. 15-94
ENGINEERS BENEFICIAL)	
AASSOCIATION,)	
)	
Grievants,)	DECISION NO. 137 - MEC
)	
v.)	DECISION AND ORDER
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
_____)	

Davies, Roberts and Reid, attorneys, by Kenneth J. Pedersen, attorney at law, appearing for and on behalf of District No. 1 Marine Engineers Beneficial Association.

Christine Gregoire, Attorney General, by Robert McIntosh, Assistant Attorney General, for and on behalf of Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on November 3, 1994 when District No. 1 Marine Engineers Beneficial Association (MEBA) filed a request for grievance arbitration against Washington State Ferries (WSF) pursuant to RCW 47.64.150 and 47.64.280, WAC 316-02 and 316-65.

MEBA has certified that the grievance procedures in the MEBA/WSF Collective Bargaining Agreements have been utilized and exhausted. MEBA has also certified that the arbitrator's decision shall not change or amend the terms, conditions or applications of said Collective Bargaining Agreement and that the arbitrator's award shall be final and binding.

This matter was docketed as MEC Case No. 15-94 and assigned to Commissioner John P. Sullivan to act as arbitrator pursuant to WAC 316-65-090.

The hearing in MEC Case No. 15-94 was held on January 4, 1995. Hearing transcripts were received on January 23, 1995 and the briefs were filed on February 17, 1995. Briefs were timely received by MEC.

BACKGROUND

The collective bargaining agreements covering the 1989 through 1991 term expired on June 30, 1991. Thereafter, the parties entered into negotiations toward successor collective bargaining agreements for the next contract term July 1, 1991 to June 30, 1993. The parties reached an agreement on all outstanding terms in the fall of 1991 for both the licensed engineer officers and the unlicensed engineroom employees. Both agreements were ratified by their respective members in December 1991.

WSF negotiated with MEBA that the licensed and unlicensed engineroom personnel would be covered by MEBA Medical and Benefits Plan, an employer-supported insurance coverage outside the Washington State Health Care Authority.

On February 28, 1992, representatives of MEBA and WSF entered into "Contract Extension and Economic Adjustment Agreement(s)" intended to allow the parties to implement the terms of the collective Bargaining Agreements (CBAs) reached for the term July 1, 1991 through June 30, 1993. The Contract Extensions and Economic Adjustment Agreements did not provide a specific monthly/daily amount health benefit contributions by the employer after July 1, 1993 except as indicated in CBA as signed by the parties.

The 1991-1993 contracts covering the licensed engineer officers and the unlicensed engineroom employees for the period July 1, 1991 to June 30, 1993 were ratified by duly authorized officers of the Washington State Department of Transportation Operators of Washington State Ferries in August 1994.

The WSF/MEBA 1991-1993 contracts provided that the contracts would be considered renewed year to year thereafter between the parties unless written termination was given ninety days prior to June 30, 1993 or ninety (90) days prior to June 30 of any subsequent calendar year.

In March 1992, WSF Director of Human Resources, Richard Jackson, contacted MEBA: the parties agreed to a decrease in the employer's contribution to the MEBA Medical and Benefits Plan, to \$324.20, effectively July 1, 1992.

In June or July 1992, Mr. Jackson again contacted MEBA to negotiate a reduction of fifty cents in the employer's contribution, from \$324.20 to \$323.70, effective July 1, 1992 through June 30, 1993. The parties agreed that the employer's monthly contribution to the MEBA Medical and Benefits Plan would be \$323.70 per employee.

From July 1, 1993 to June 30, 1994, WSF contributed \$323.70 per month per permanent employee to the MEBA Medical and Benefits Plan. For the same period WSF contributed \$26.21 per day for each day a temporary, casual or part-time employee who worked or was on vacation to the MEBA Medical and Benefits Plan.

By letter dated June 13, 1994, MEBA Branch Agent Mark Austin was notified by Kay Nichols, WSF Personnel Assistant, that effective July 1, 1994, the ferry system's monthly health and welfare contribution to the Plan would be reduced from \$323.70 to \$305.32. Ms. Nichols further informed the Union that on that date, the daily contribution for health and welfare benefits for temporary

employees would be reduced for the first time from \$26.21 to \$24.69. WSF explained that in June, 1994, it had been informed by the Washington State Health Care Authority that reductions in medical costs over the past few years resulted in a surplus which was being used by the state to reduce its contribution to state employees' medical benefits. From July 1, 1994 through November 30, 1994, WSF contributed \$305.32 and \$24.69 per month for full time and temporary employees, respectively. Effective December 1, 1994, MEBA engineroom personnel transferred their coverage from MEBA to the State Health and Welfare Plans which cover all other WSF employees.

Because of WSF's reduction on premium payments to the MEBA Medical and Benefits Plan, MEBA Business Agent Austin filed a grievance challenging WSF's action on August 15, 1994. A grievance meeting with Armand Tiberio of WSF followed the end of September 1994. The grievance conference was brief; both parties agreed that the question was "an interpretation of state law and budgets." TR 48. A request for grievance arbitration was filed with the MEC on November 3, 1994.

POSITIONS OF THE PARTIES

Position of MEBA

In its collective bargaining agreements, the state agreed to contribute \$323.70 per month on behalf of its employees into the MBA Medical and Benefits Plan. There is nothing in the CBAs which makes the state's contribution agreement contingent upon subsequent action by the state Legislature. In the absence of such a reservation of approval, the agreements should be enforced as written.

If a collective bargaining agreement may be modified by actions of the Legislature without prior notice to or bargaining with the

union, collective bargaining agreements will be rendered a nullity. In 1992, on two separate occasions, WSF Director of Human Resources negotiated with MEBA for reductions. There was no such negotiations regarding the reduction claimed in June of 1994 from \$323.70 to \$305.32.

WSF, pursuant to RCW 47.64.270, expressly has the power to contract with unions for health and welfare premiums in excess of the amounts authorized by the Legislature for other state agencies by way of the Health Care Authority.

The collective bargaining agreements between MEBA and WSF were not inconsistent with RCW 47.74.180, the Department of Transportation's "funds, spending or budget," at the time the contracts were negotiated. There is nothing in the collective bargaining agreements which would make them contingent upon some future legislative action.

MEBA believes the interpretation urged by WSF would impair existing contracts and hence violate Article 1, § 23 of the Washington State Constitution which provides, "No . . . law impairing the obligations of the contracts shall ever be passed." See also U.S. Const. art. 1, § 10.

It is clear that there is nothing in the collective bargaining agreements between MEBA and WSF making these agreements subject to future legislative enactments. The agreements unambiguously require WSF to pay the contractual amounts without any reservation of authority to change these figures. It was admitted at the hearing that the state's actions in this case were not the product of a financial emergency.

There is no statute which reserves to either the Legislature or the WSF the authority to modify "preexisting contracts" with MEBA.

Position of WSF

The WSF cannot refuse to comply with the mandatory Health Care Authority as directed by the Legislature in the reduction of contributions from \$323.70 to \$305.32. The effect of the Health Care Authority reduction is to reduce the amount of funds available to the MEBA Medical and Benefits Plan pursuant to RCW 47.64.180.

The reduction in WSF's authorized health and welfare contribution was accomplished by the Washington State Legislature in the Laws of 1994, First Special Session, Chapter 6, Section 710. This section reduced the total per employee "monthly contributions for insurance benefit premiums" to \$305.32 "for fiscal year 1995" (July 1, 1994 through June 30, 1995). In addition to setting appropriation limits for insurance benefit premiums, the section also ordered the Office of Financial Management to "reduce the allotments of state agencies . . . to reflect decreased costs of health care benefits, administration, and margin in the self-insured medical and dental plans"

The statute "drove [Washington State Ferries maximum per employee health care contribution] . . . all the way below the \$323.70, down to \$305.32." It did this by both reducing WSF's appropriation and its allotment.

As a result of this legislation, WSF had to comply with the applicable budget statutes by reducing its per employee contribution for insurance benefit premiums to \$305.32. It had no other authority under the budget to pay any more than that.

The mandate of the budget statute required a reduction in agency allotments consistent with the reduced \$305.32 contribution. This was accomplished in an April 28, 1994 memorandum to agency budget officers from the Office of Financial Management. The Health Care Authority confirmed the statutory reduction in state health and

welfare benefit contributions to \$305.32 in a June 3, 1994 memo from Lonnie Budd to the payroll offices of all state agencies. Ms. Budd's memo informed these payroll offices that, effective July 1, 1994, "the employers state share contribution will decrease from \$323.70 to \$305.32." This was not an independent action of the Health Care Authority. In the balance of power, the legislature has final authority as to what those rates are. The June 3, 1994 letter [from Lonnie Budd] is simply an effort to articulate that from an administrative agency's perspective.

WSF responded to the statute and Ms. Budd's memo by reducing its MEBA health benefit contributions to \$305.32 per month, effective July 1, 1994, as the law required.

In a June 13, 1994 letter to MEBA, WSF Personnel Assistant Kay Nichols confirmed the statutorily-mandated reduction in health benefit contributions.

The 1991-1993 collective bargaining agreements expired before the Legislature reduced WSF's health care contributions effective July 1, 1994 through November 30, 1994 when the MEBA engineroom personnel left the MEBA Medical and Benefits Plan.

While WSF paid \$323.70 to the MEBA Medical and Benefits Plan to June 30, 1994, pursuant to the 1991-1993 CBAs which were signed by the authorized representatives of DOT Operations of WSF in August 1994, there was no extension of the 1991-1993 contracts which expired on June 30, 1993. As it relates to the contributions to the MEBA Medical and Benefits Plan, WSF signed the 1991-1993 CBAs to preserve the terms of the contracts which included the Legislature's top contribution of \$305.32 as of July 1, 1994. WSF has never signed any document that commits it to pay \$323.70 to the MEBA Medical and Benefits Plan from July 1, 1994 through November 30, 1994.

There are at this time no MEBA/WSF 1993-1995 collective bargaining agreements. When the 1993-1995 CBAs are negotiated and signed they will be retroactive to July 1, 1993 pursuant to RCW 47.64.170(7) and the "benefit provisions" will also be retroactive to July 1, 1993 and must be limited to \$305.32 pursuant to the Laws of 1994.

The past practices between MEBA and WSF support WSF. Since MEBA had twice accepted reduction in WSF health benefit reductions resulting from legislative action, MEBA should accept the Legislature's third reduction to \$305.32 as of June 1, 1994.

WSF argues that pursuant to RCW 47.74.180 and the Laws of 1994, 1st Sp. Sess., ch. 6, § 710, WSF could not pay more than \$305.32 after July 1, 1994 and the employer certainly could not pay \$4323.70 a month.

It is WSF's belief that it cannot refuse to comply with the Health Care Authority reduction it is making on behalf of the State employees and the ferry employees.

The reduction in WSF's contribution to the MEBA Medical and Benefits Plan is not an unconstitutional impairment of its contracts under Article 1, § 23 of the United States Constitution or Article 1, § 10 of the Washington State Constitution. There were no contracts in effect on July 1, 1994 which could be impaired. RCW 47.64.180 makes all WSF CBAs subject to alteration by statute. If there were contracts on July 1, 1994 and if RCW 47.64.180 did not exist there are cases that support the right of a state to change its officers' or employees' compensation without impairing their contracts.

It is not the proper function of the MEC, an administrative agency, to determine whether a state statute is constitutional.

STATEMENT OF THE ISSUES

At hearing, the parties agreed to the following statement of the issues:

1. Did WSF violate the CBAs by failing to pay health and welfare premium amounts specified in the CBAs to the MEBA Medical and Benefits Plan as negotiated?
2. If so, what is the appropriate remedy?

Having read and carefully considered the entire record, the Marine Employees' Commission now hereby enters the following findings of fact.

FINDINGS OF FACT

1. 1991-1993 Collective Bargaining Agreements covering licensed engineer officers and unlicensed engineroom employees were negotiated and signed by the Marine Engineers' Beneficial Association representative on December 27 and December 30, 1991. The Agreements were ratified by the Washington State Transportation Commission on August 18, 1994.
2. The 1991-1993 Collective Bargaining Agreements provide that licensed and unlicensed engineroom personnel will be covered by the MEBA Medical and Benefits Plan, an employer-supported insurance coverage plan outside the Washington State Health Care Authority.
3. On February 28, 1992, 1991-1993 Contract Extension and Economic Adjustment Agreements were executed by WSF and MEBA,

on behalf of licensed engineer officers and unlicensed engineroom employees, effective July 1, 1991 through June 30, 1993. The purpose of these agreements was to implement wage and benefit sections of the 1991-1993 collective bargaining agreements as of February 28, 1992 because the "collective bargaining and arbitration process involving other WSF unions has not been completed and may continue for many more months;"

4. RCW 47.64.170(7) governing collective bargaining procedures determines that "[U]ntil a new collective bargaining agreement is negotiated, or until an award is made by the arbitrator, the terms and conditions of the previous collective bargaining agreement shall remain in force."
5. The 1991-1993 WSF/MEBA agreements contain identical paragraphs (Licensed Engineer Officers' Agreement, Section 32 - TERMINATION; Unlicensed Engineroom Employees' Agreement, Rule 36 - TERM OF AGREEMENT) which read as follows:

Except where otherwise provided, this Agreement is effective July 1, 1991, and shall continue in effect until June 30, 1993, and shall be considered as renewed from year to year thereafter between the parties unless either party shall give written notice to the other of its desire to amend or to terminate same, such notice to be given at least ninety (90) days prior to June 30, 1993, or ninety (90) days prior to June 30 of any subsequent calendar year.

6. RCW 41.05.050 regarding contributions for group insurance programs for state workers notes: "However, insurance and health care contributions for ferry employees shall be governed by RCW 47.64.270." RCW 47.64.270 states:

47.64.270 Insurance and health care. Until December 31, 1996, absent a collective bargaining agreement to the contrary, the department of transportation shall provide

contributions to insurance and health care plans for ferry system employees and dependents, as determined by the state health care authority, under chapter 41.05 RCW; and the ferry system management and employee organizations may collectively bargain for other insurance and health care plans, and employer contributions may exceed that of other state agencies as provided in RCW 41.05.050, subject to RCW 47.64.180.

(Emphasis added.)

7. RCW 47.64.180 limits funding of WSF agreements and awards:

47.64.180(1) Agreements and awards limited by appropriation. (1) No collective bargaining agreement. . . is valid or enforceable if its implementation would be inconsistent with any statutory limitation on the department of transportation's funds, spending or budget. . . ."

If the amount the WSF contributes to the MEBA Medical and Benefits Plan exceeds the state's contribution for state employees to the Health Care Authority, the remaining funds due must not exceed any statutory limit.

8. Richard Jackson, WSF Director of Human Resources, negotiated two reductions to the employer's contribution to health and welfare benefits with MEBA Business Agent Mark Austin. The first was sometime in March, 1992. Jackson informed Austin that there was an error in the negotiated figure WSF was to pay to the MEBA Medical and Benefits Plan. The correct figure was \$324.20. Mr. Austin agreed to reduce the \$328.11/month figure previously agreed to by WSF to \$324.20. A second reduction of WSF monthly health and welfare contributions was negotiated in June or July 1992. Human Resources Director Jackson advised Austin that he wanted to reduce the contract figure of \$324.20 by fifty cents. Mr. Austin and the MEBA Medical and Benefits Plan agreed to comprise the \$324.20 to \$323.70/month, effective July 1, 1992.

9. The 1991-1993 CBAs clearly set forth WSF's financial obligation to pay monthly/daily health and welfare benefits for engineroom employees. The agreements designate the MEBA Medical and Benefits Plan as the provider of health and welfare benefits for the Licensed and Unlicensed Engineroom personnel. Section 26-WELFARE of the Licensed Engineer Officers' Agreement and Rule 22-WELFARE of the Unlicensed Engineroom Employees' Agreement contain identical language:

(a) The Employer agrees to maintain participation in the MEBA Medical and Benefits Plan through June 30, 1993 in accordance with the following:

. . .

(2) Effective July 1, 1991, the contribution shall be \$363.31 per month per employee for health and welfare contributions. This contribution consists of the sum of the Employer monthly contribution (\$298.31) and the Employer monthly contribution (\$65.).

(3) Effective July 1, 1992, the contribution shall be \$393.11 per month per employee for health and welfare contributions. This contribution consists of the sum of the Employer monthly contribution (\$328.11) and the Employer monthly contribution (\$65.).

(4) Effective July 1, 1992, the contribution shall be \$393.11 per month per employee for health and welfare contributions. This contribution consists of the sum of the Employer monthly contribution (\$328.11) and the Employer monthly contribution (\$65.).

(5) Effective July 1, 1992, the contribution shall be \$393.11 per month per employee for health and welfare contributions. This contribution consists of the sum of the Employer monthly contribution (\$328.11) and the Employer monthly contribution (\$65.).

(6) The Employee contribution described in a(2) and a(3) above, represents that portion of previously negotiated wage increases that were directed by the affected employees for allocation to health and welfare premiums above that funded by the employer.

(b) Amounts approved and funding by the Legislature that could result in payments exceeding the above amounts shall be placed in a fund for the purpose of offsetting future premium increases.

(c) Any additional contributions required to maintain the Plans on a sound actuarial basis (after exhausting the fund established in paragraph (b)0 shall be made by direct deduction from Employee wages.

(d) It is further agreed that no increases other than those listed above shall be required during the term of this Agreement.

(Emphasis added.)

10. Between July 1, 1993 and June 30, 1994, WSF paid the negotiated premiums of \$323.70 pursuant to the CBAs.
11. Effective July 1, 1994, the Legislature decreased the employer state share contribution for health care benefits from 323.70 to \$305.32. The reduction was made because the Public Employees Benefit Board (PEBB) had accumulated a surplus, which surplus was going to be applied to the medical rate. No reduction was made in the total premiums paid by the state for state employee medical benefits.
12. The PEBB surplus is not applied to MEBA contribution rates.
13. WSF notified Mr. Austin in writing that the employer contribution would be reduced to \$305.32 as of July 1, 1994. Nothing in the record indicated WSF attempted or offered to negotiate this reduction in the employer's monthly contribution to health and welfare benefits.

14. RCW 47.64.120 sets forth the parties' bargaining obligations:

47.64.120 Scope of negotiations. Ferry system management and ferry system employee organizations, through their collective bargaining representatives, shall meet at reasonable times, to negotiate in good faith with respect to wages, hours, working conditions, insurance and health care benefits as limited by RCW 47.64.270, and other matters mutually agreed upon.
. . . ."

15. After June 30, 1994, WSF reduced its contribution to the MEBA Medical and Benefits Plan to \$305.32/month per full time employee and \$24.69/day per temporary employee. Although the employer's contribution was reduced, the MEBA Medical and Benefits Plan continued to provide health and welfare coverage for licensed and unlicensed WSF engineroom employees at the rates negotiated in the 1991-1993 Agreements and Contract Extension and Economic Adjustment Agreements. In the fall of 1994, WSF engineroom employees voted to leave the MEBA Medical and Benefits Plan as of December 1, 1994 and to transfer their coverage to the State Health and Welfare Plans which cover all other WSF employees.

16. The MEC takes judicial notice of the fact that from the date of the hearing of this matter, through the present, Washington State Ferries and the collective bargaining units representing state ferry employees have not concluded 1993-1995 contract negotiations.

Having entered the foregoing findings of fact, the Marine Employees' Commission now hereby enters the following conclusions of law.

CONCLUSIONS OF LAW

1. The Marine Employees' Commission has jurisdiction over this matter. Ch. 47.64 RCW, particularly RCW 47.64.150 and 47.64.280.
2. MEC may not change or amend the terms, conditions or application of the Collective Bargaining Agreement (1991-1993). RCW 47.64.150.
3. The 1991-1993 WSF/MEBA CBAs became effective August 1994 when ratified by the Department of Transportation and continue in force to the present day.
4. WSF and MEBA agreed to a separate employer-supported insurance coverage, the MEBA Medical and Benefits Plan. WSF contributions to health and welfare benefits may exceed the amount determined by the Health Care Authority for state agencies. RCW 47.64.270.
5. There is nothing in the CBAs which limits WSF's health and welfare contributions to the amount the Legislature has appropriated.
6. RCW 41.05.050 regarding contributions for group insurance programs for state workers notes: "However, insurance and health care contributions for ferry employees shall be governed by RCW 47.64.270." RCW 47.64.270 provides:

47.64.270 Insurance and health care. Until December 31, 1996, absent a collective bargaining agreement to the contrary, the department of transportation shall provide contributions to insurance and health care plans for ferry system employees and dependents, as determined by the state health care authority, under chapter 41.05 RCW; and the ferry system management and employee organizations may collectively bargain for other

insurance and health care plans, and employer contributions may exceed that of other state agencies as provided in RCW 41.05.050, subject to RCW 47.64.180. (Emphasis added.)

7. RCW 47.64.180 provides in part:

47.64.180(1) Agreements and awards limited by appropriation. (1) No collective bargaining agreement. . . is valid or enforceable if its implementation would be inconsistent with any statutory limitation on the department of transportation's funds, spending or budget. . . ."

Laws of 1994, First Special Session, Chapter 6, Section 710, which reduced the state share contribution rates, do not limit WSF's ability to pay the \$323.70 contribution rate required by the CBAs. But for the surplus accumulated by the PEBB, the legislature would not have lowered employer state share contribution rates. There is no evidence that by enacting this statute, the Legislature intended to affect contributions made to plans outside those covered by the PEBB (Health Care Authority). There also is no evidence that the Legislature was aware of or intended to affect contributions as required by WSF's collective bargaining agreements.

8. Washington State Ferries' argument that it may only pay the amount of contribution specified by the Legislature for other state agencies would render meaningless the portion of RCW 47.64.270 that allows WSF contributions to exceed those of other agencies.
9. On two separate occasions, WSF negotiated with MEBA and reduced WSF contributions to the MEBA Plan from the original CBA figure of \$328.11 to \$324.10 and later to \$323.70.
10. In the spring of 1994, WSF unilaterally reduced the negotiated employer contribution from \$323.70 to a lower amount of

\$305.32, effective July 1, 1994, in violation of the contracts (Section 26 of the Licensed Engineer Officers agreement and Rule 22 of the Unlicensed Engineer Employees agreement) and in violation of the law (RCW 47.64.120). WSF not only violated the CBAs by failing to pay monthly employer health and welfare contributions of \$323.70, but WSF violated the contracts by failing to negotiate or bargain for the reduction from \$323.70 to \$305.32 for permanent employees. Similarly, WSF reduced its contribution to temporary employees from \$26.21 to \$24.69 per day.

11. WSF contributions to the MEBA Medical and Benefits Plan, when agreed upon through the collective bargaining process, are contractual in nature, and thereby obligate the employer to make contributions in accordance with the terms and duration of the collective bargaining agreement.
12. The parties to the collective bargaining agreements have the authority to exceed Health Care Authority-determined employer contributions for health and welfare. RCW 47.64.270. Because collective bargaining agreements are in effect, the Health Care Authority has no authority to determine the amount of funds to be contributed by the Employer for the purpose of health and welfare.
13. WSF is bound contractually to pay to the MEBA Medical and Benefits Plan the difference between \$305.23 and \$323.70/month per permanent employee for the period July 1, 1994 through November 30, 1994. WSF is additionally bound to pay to the MEBA Medical and Benefits Plan the difference between \$26.51 and \$24.60/day per temporary employee for the period July 1, 1994 through November 30, 1994.
14. There is no need to reach the constitutional issues raised by the parties.

Having read and considered the entire record including, but not limited to, the initial request for grievance arbitration, the hearing transcript, the exhibits and briefs, and having entered its findings of fact and conclusions of law, this Commission hereby enters the following order.

ORDER

1. The request for grievance arbitration filed by District No. 1 Marine Engineers Beneficial Association is sustained.
2. WSF is ordered to pay the difference between \$323.70 and \$305.32 per month per each permanent engineroom employee who worked between July 1, 1994 and through November 30, 1994 to the MEBA Medical and Benefits Plan by May 31, 1995. WSF is ordered to advise the MEC in writing when payment has been made to the MEBA Medical and Benefits Plan.
3. WSF is further ordered to pay the difference between \$26.21 per day and \$24.60 per day per each temporary engineroom employee working in the engineroom between July 1, 1994 through November 30, 1994 to the MEBA Medical and Benefits Plan by May 31, 1995. WSF is ordered to advise the MEC in

writing when payment has been made to the MEBA Medical and Benefits Plan.

DONE this 28th day of April 1995.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR. Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner