

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of

**AFT, LOCAL 212**

Involving Certain Employees of

**MILWAUKEE AREA TECHNICAL COLLEGE**

Case 498  
No. 65531  
ME(u/c)-1168

**Decision No. 10882-B**

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**Appearances:**

**Timothy E. Hawks**, Hawks, Quindel, Ehlke & Perry, Attorneys at Law, 700 West Michigan Avenue, Suite 500, P. O. Box 442, Milwaukee, Wisconsin 53201-0442, appearing on behalf of AFT, Local 212.

**José A. Olivieri**, Michael Best & Friedrich LLP, Attorneys at Law, 100 East Wisconsin Avenue, Suite 3300, Milwaukee, Wisconsin 53202-4108, appearing on behalf of Milwaukee Area Technical College.

**FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND ORDER CLARIFYING BARGAINING UNIT**

On January 25, 2006, AFT, Local 212 (Union) filed a petition with the Wisconsin Employment Relations Commission (Commission) seeking to clarify an existing unit of paraprofessional employees of Milwaukee Area Technical College (MATC) that the Union represents for the purposes of collective bargaining by the inclusion therein of the positions of Coordinator, Technical Software Support and Financial Aid Coordinator. Subsequent to filing the petition, the Union and MATC were able to resolve the bargaining unit status of the Financial Aid Coordinator.

No. 10882-B

MATC opposes the inclusion of the Coordinator, Technical Software Support, arguing that (1) the position had previously been excluded by the parties and a “deal is a deal,” and (2) the position is a managerial employee and therefore not appropriately included in the bargaining unit.<sup>1</sup>

A hearing on the petition was held on May 17, 2006 in Mequon, Wisconsin, before Commission Chair Judith Neumann, with a stenographic record being made available to the parties. At the hearing, the Union, over the objection of MATC, amended its petition to seek, in the alternative, to have the position of Coordinator, Technical Software Support, included in the bargaining unit of MATC professional employees represented by the Union, in the event the Commission determined the position to be professional in nature. After the hearing, both parties filed briefs and reply briefs on or before July 31, 2006.

For the reasons set forth in the Memorandum that follows, the Commission has decided that inclusion of the disputed position is not foreclosed by the “deal is a deal” policy and that the Coordinator, Technical Software Support is not a managerial employee, and hence should be included in the bargaining unit.

Having reviewed the record and being fully advised in the premises, the Commission makes and issues the following

### **FINDINGS OF FACT**

1. Milwaukee Area Technical College (MATC) is a municipal employer that provides post-high school educational services to thousands of students in the Milwaukee area.
2. AFT, Local 212 (Union) is a labor organization that represents for purposes of collective bargaining a unit of MATC employees described in the parties’ most current collective bargaining agreement as follows:
  - (a) All paraprofessionals, excluding supervisors and all other employees as described in WERC certification dated April 26 1972, Case 20, Number 15306, ME-752, Decision No. 10882, and the WERC certification dated June 12, 1987, Case #160, No. 38330 ME 154 Decision #24486, and (b) certain recruiters, specialists, and technicians, excluding supervisors and all other employees as described in WERC certification dated October 23, 1979, Case 67, Number 23878, ME-

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<sup>1</sup> At hearing, MATC also argued that the Coordinator was a professional employee within the meaning of Sec. 111.70(1)(L), Stats., who could not appropriately be included in the paraprofessional bargaining unit. MATC did not assert or offer support for this contention in its post-hearing briefs in this matter. Accordingly, we deem this argument to have been waived. However, consistent with our statutory obligation not to include professional employees in non-professional units unless the professional employees have so voted, we note that the record evidence supports the Coordinator’s status as a paraprofessional but not a professional employee.

1535, Decision No. 16507-C, April 17, 1996, Case 48, Number 3448, ME-309, Decision No. 28703 and (c) other paraprofessional positions agreed upon in Memorandums of Understanding between the Board and the Union.

3. In the fall of 1996, certain previously unrepresented employees within MATC's Information Technology (IT) Division approached Union officials seeking to be included in the bargaining unit referenced in Finding of Fact 2, above. After investigating, the Union approached MATC seeking to accrete certain of these IT employees/positions into the bargaining unit. On November 6, 1996, the Union and MATC executed a Memorandum of Understanding (MOU) accreting the following IT positions into the above-referenced paraprofessional bargaining unit:

1. Computer Operator
2. Lead Computer Operator
3. Systems Specialist
4. Senior Systems Specialist
5. System Administrator – Network Infrastructure
6. Senior Systems Administrator – Network
7. Computer Installation Technician
8. Senior Computer Systems Installation Specialist

The MOU did not refer to any other IT positions, either as inclusions or exclusions.

4. At the time of executing the 1996 MOU, the IT Division included at least three other positions: a Data Base Specialist (at that time, Scott Petersen), a Supervisor of Network Computing (at that time, Michael Gavin), and a UNIX System Administrator (at that time, Brian Germansun). After ascertaining that each of those positions was occupied by only one individual and that none of those individuals wished to be represented, the Union, rather than “force anyone” into representation, did not seek to include those positions in the paraprofessional unit.

5. Neither at the time of the 1996 MOU nor at any time subsequently, until the Union filed the instant petition, did the Union and MATC discuss with each other the bargaining unit status of the Data Base Specialist position that existed in 1996 and was held by Scott Petersen, nor the Coordinator position that is the subject of the instant petition. The parties executed at least one collective bargaining agreement subsequent to the creation of the Coordinator position and did not amend the Recognition Clause to include or exclude the position.

6. The position of Data Base Specialist, held by Scott Petersen at the time of the 1996 MOU, reported directly to the Director of Technical Services, as did the UNIX System Administrator position, held at that time by Brian Germansun. Neither position had supervisory authority at that time. The job description for the Data Base Specialist position

specifically required a Bachelor's degree in Computer Science or related field, as well as three years work experience in the areas of UNIX systems administration, or "equivalent combination of experience and training." The principal duty of the Data Base Specialist was to ensure the integrity and security of the MATC computerized data base systems software.

7. At least as of September 1, 1997, a job description existed for a position with the title "Coordinator, Technical Software Support," with the principal duty of coordinating the planning and development of materials for instructional purposes. The position also had supervisory authority, and required "extensive knowledge equivalent to a Bachelor's degree in related [sic]; a minimum of three (3) years related occupational work experience; or any equivalent combination of training and experience."

8. At some point after September 1, 1997 and before June 2, 2000, a new job description was developed for the position entitled "Coordinator, Technical Software Support," which remains the current position description for the Coordinator position at issue in the instant case. The position description describes the principal duty as ensuring the functioning, security, and integrity of the MATC databases and their hardware and software components. The position description states that the position reports to the Director, Technical Service and Support and requires "a two-year Technical degree in Computer science or related field and three years work experience in the areas of UNIX and database systems administration; or any equivalent combination of training and experience which provides the necessary skills" to perform a series of listed duties.

9. On June 2, 2000, MATC posted a vacancy for the Coordinator position, describing the position, the qualifications, and the lines of authority as indicated in the position description referred to in Finding of Fact 8, above. Geri Wang successfully applied for the position and has remained the incumbent in the position at all relevant times. Although the posting indicated that MATC was seeking two employees for the position, Ms. Wang has been the sole incumbent. Since at least June 2, 2000, MATC has not employed anyone in the position title of Data Base Specialist, previously held by Mr. Petersen. The Union was not aware that Mr. Peterson had left or that Ms. Wang had substantially assumed his duties until, shortly before the instant petition was filed, Ms. Wang approached the Union and sought to be included in the paraprofessional bargaining unit.

10. Ms. Wang holds a Masters Degree in Computer Science.

11. On March 29, 2001, MATC posted a vacancy for a position entitled "Manager, UNIX Systems Support." The posting indicated that the position would report to the Director, Technical Services, and that its principal duty would be the manage the implementation and administration of MATC's UNIX computer systems, databases and various Internet services. A second principal duty is to "[e]nsure[s] the integrity, performance, reliability, currency and security of the district's UNIX system's applications and databases...." The qualifications were described as "extensive knowledge equivalent to a Bachelor's Degree in computer science and three years work experience in UNIX computer systems administration and database support;

demonstrated team and project leadership; or any equivalent combination of training and experience to provide” a set of listed knowledge, skills, and abilities. At the time of hearing in this matter, this position was held by Thomas Bass.

12. At all relevant times, the Coordinator has reported to and been supervised by the UNIX Systems Support Manager, Mr. Bass, and is the only position that Mr. Bass supervises.

13. The duties Ms. Wang performs as Coordinator are substantially but not entirely the same as the duties Mr. Petersen performed as Data Base Specialist, including those he performed at the time of the 1996 MOU.

14. Like the Division Director and the UNIX Manager, Ms. Wang is available 24 hours per day, seven days per week, in the event the systems she is responsible for need emergency repairs or maintenance. She is the only MATC employee who is familiar with and responsible for what MATC refers to as its “Cosmo” system, a set of databases supplied by the Datatel vendor, that support the software programs necessary for MATC’s registration, admissions, counseling, payroll, human resources, finance, and purchasing functions. She also has responsibility for certain Oracle databases, including the systems that run MATC’s on-line classes.

Most of the databases that Ms. Wang maintains are run on the UNIX operating system, for which her supervisor, Mr. Bass, has primary responsibility. Ms. Wang works most closely with MATC employees in the “Client Services” or “Information Technology” area, who work in the same building with her and use various software programs/applications that depend upon the Datatel database. Both Mr. Bass and Division Director Michael Gavin work in a separate building. Mr. Gavin has minimal day to day contact with Ms. Wang and is not in a position to observe her work performance.

The Client Services Manager, Georgiana Gormley, generally informs Ms. Wang when a correction or “patch” is needed in order to correct or improve the functioning of the various software applications. The vendor, Datatel, generally informs Ms. Wang when an upgrade or a patch is available, at which point Ms. Wang will consult with Mr. Bass and Ms. Gormley to determine the best time to install the upgrades or patches, taking into consideration the urgency of the need and the least interruption to College operations. Occasionally it may be necessary to shut the system down entirely in order to properly correct a problem or install an upgrade, in which case Ms. Wang takes direction from Mr. Bass and other managers as to the best time to undertake the project. If Ms. Wang is unable to resolve a problem regarding Datatel, MATC must resort to the vendor for assistance. Ms. Wang’s responsibility for the Datatel/Cosmo databases requires her (along with Mr. Bass and Director Gavin) to have full “root access” to MATC’s IT systems, but other employees, particularly those in the Client Services section, also have varying degrees of root access. Ms. Wang theoretically could block a user from the system, but has never been asked to do so. When such blocking has

been required – for example, in connection with the termination of an MATC employee – Mr. Gavin or his superior generally authorizes/implements the blocking procedure.

15. Ms. Wang plays no role in developing the budget for the IT Division. She does not effectively recommend any significant purchases and has no authority to make expenditures. She does not attend management team meetings. She does not supervise any employees. Her supervisor, Mr. Bass, is occasionally consulted by Mr. Gavin when Gavin prepares his section of the Division’s budget.

16. Ms. Wang does not select, design, or recommend software, nor does she set or maintain standards governing the use of data. She does not decide who has access to various databases. She does not design backup and recovery procedures, but utilizes procedures that have been in operation since prior to her arrival. She does not access or oversee user data files. Her interaction with the database software, while extremely important to the functioning of the College, is largely ministerial.<sup>2</sup>

17. Ms. Wang currently is paid an annual salary of approximately \$64,000. The five Computer Network Administrators who are also in the Technical Services section, and who are all members of the bargaining unit, report directly to Director Mike Gavin and earn more than Ms. Wang. Ms. Wang’s supervisor, Mr. Bass, earns approximately \$1500 more than Ms. Wang.

18. In addition to the five Computer Network Administrators referred to in Finding of Fact 17, above, the bargaining unit presently includes several other employees in the IT Division, including a Telecommunications Specialist, 12 Computer Support Specialists, two Graphic Arts Computer Support Specialists, a Senior Computer Installation Technician, three Computer Installation Technicians, a CBO Computer Support Specialist, and 10 Information Technology Consultants (also called “Client Services” consultants). The positions within the IT Division who are presently not included in any bargaining unit are the four Section Directors, the Manager of the Help Desk, and the Administrative Specialist who works directly under the Division Manager (the Associate Vice President for Information Technology).

19. There is no clear evidence that the parties mutually agreed to exclude the Coordinator position from the bargaining unit.

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<sup>2</sup> Each of the duties referred to in Finding of Fact 14 appears in the current job description for the Coordinator, Technical Software Support and is cited by MATC as evidence of the incumbent’s managerial authority. Section Director Gavin testified that it was his belief that Ms. Wang performed said duties. Ms. Wang testified firmly and consistently that she did not. We attribute the discrepancy in their testimony largely to a difference in their respective interpretations of the terminology used in the job description. Since Mr. Gavin admittedly had little opportunity to observe Ms. Wang’s day to day job activities, and since the difference between his testimony and that of Ms. Wang relates more to how her duties should be characterized than to the specific tasks she performs, we have accepted Ms. Wang’s description of her duties and we have characterized them as indicated in the Findings of Fact, above. To the extent this characterization differs from the job description, we find the job description to be inaccurate.

20. The Coordinator position has been affected by a material change in circumstances subsequent to the time of the 1996 MOU, when the Union did not seek to include the Data Base Specialist position, in that the latter position was excluded solely because the incumbent expressed a desire not to be represented, and that individual is no longer the incumbent.

21. The Coordinator, Technical Software Support does not sufficiently participate in the formulation, determination or implementation of management policy, or possess sufficient authority to commit the employer's resources to be a managerial employee.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

### CONCLUSIONS OF LAW

1. There is no agreement between MATC and the Union to exclude the Coordinator, Technical Software Support position from the paraprofessional bargaining unit, and thus the Union is not barred from seeking to include the Coordinator in the bargaining unit through the instant unit clarification petition.

2. The Coordinator, Technical Software Support is not a managerial employee within the meaning of Sec. 111.70(1)(i), Stats., and is therefore a municipal employee within the meaning of Sec. 111.70(1)(i), Stats.

Based on the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes and issues the following

**ORDER CLARIFYING BARGAINING UNIT**

The Coordinator, Technical Software Support is included in the paraprofessional bargaining unit represented by the Union.

Given under our hands and seal at Madison, Wisconsin, this 15th day of November, 2006.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

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Judith Neumann, Chair

Paul Gordon /s/

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Paul Gordon, Commissioner

Susan J. M. Bauman /s/

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Susan J. M. Bauman, Commissioner



**MILWAUKEE AREA TECHNICAL COLLEGE**

**MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND ORDER CLARIFYING BARGAINING UNIT**

**DISCUSSION**

MATC challenges the Union's petition to include the Coordinator in the paraprofessional bargaining unit on two grounds: that the position has been excluded by agreement of the parties and does not fall within any of the exceptions to the "deal is a deal" policy; and that the incumbent Coordinator is a managerial employee not properly included in any bargaining unit. Each of these arguments is addressed below.

1. The "Deal is a Deal" policy

For over thirty years the Commission has declined to clarify bargaining units in a manner that contravenes parties' voluntary agreements regarding the scope of their bargaining units, except under certain conditions. NORTHERN OZAUKEE SCHOOL DISTRICT, DEC. NO. 14211-C (WERC, 9/05) at 8. As the Commission noted in that case, "the pragmatic policies favoring voluntary unit composition are an entrenched, well-established, and time-tested element of the Commission's regulatory procedures ... [and] the Commission continues to find value in the 'deal is a deal' policy." *Id.* The purpose of the "deal is a deal" policy is to honor voluntary resolution of issues related to the contours of a bargaining unit, in order to foster bargaining between the parties and increase the efficiency of the Commission's election procedures. NORTHERN OZAUKEE, *supra.*, at 8.

On the other hand, the "deal is a deal" policy is itself a pragmatic exception to the Commission's statutory obligations to ensure that bargaining units are lawful and that the statutory definitions within Sec. 111.70(1), Stats., are accorded a proper and uniform interpretation. HARTFORD UNION HIGH SCHOOL DISTRICT, DEC. NO. 23116-C (WERC, 6/06) at 24. To ensure that the pragmatic considerations do not unduly interfere with the Commission's underlying responsibilities, the Commission has identified four situations in which the "deal is a deal" policy will not be applied:

1. The positions in dispute did not exist at the time of the agreement.
2. The positions in dispute were voluntarily included or excluded from the unit because the parties agreed that the positions could or could not be statutorily included in the unit because the incumbents were not or were supervisors, confidential, managerial, professional, or craft employees.
3. The positions in dispute have been impacted by changed circumstances which materially affect their unit status.
4. The inclusion or exclusion of the positions is repugnant to the Municipal Employment Relations Act.

Id. (citations omitted).

It is elemental to the “deal is a deal” policy that the exclusion or inclusion of a position was produced by an agreement. Here, there is no explicit agreement between the parties to exclude the Coordinator. While MATC correctly argues that such an agreement need not be explicit, the agreement nonetheless must be mutual and clear. Id. at 25, quoting WISCONSIN DELLS SCHOOL DISTRICT, DEC. NO. 24604-C (WERC, 10/92): “unless we are satisfied that the agreement was clearly understood by all parties, we will not honor same ... .”

Contrary to the Union’s argument and consistent with our view that the “deal” need not be explicit, we might have found sufficient knowledge, clarity and mutuality between the Union and MATC to establish a “deal” if the Union were seeking Mr. Petersen’s inclusion in the position of Data Base Specialist, since clearly both parties were aware the position existed and both parties acquiesced in its exclusion in 1996. However, where the relevant work force is large, diverse, and subject to relatively frequent changes in composition and job titles, we will not attribute an “implicit” agreement to exclude the Coordinator position without some evidence that the Union was actually aware of the change in title and incumbent.<sup>3</sup> Such evidence is not present in the record. Thus, we conclude that there is no “deal” that bars the Union’s effort to seek inclusion of the Coordinator.

Assuming *arguendo* that a “deal” did exist, the third exception to the “deal is a deal” policy would be implicated here. It is undisputed that the only reason the Union did not seek to include the Data Base Specialist position in the 1996 MOU was that Mr. Petersen was the sole occupant of the position and did not wish to be represented. Even assuming that Ms. Wang’s now re-titled Coordinator position is essentially the same as Mr. Petersen’s former position, the material circumstance for the position’s exclusion – Mr. Petersen’s wishes – is no longer operative. Given the Commission’s overriding responsibilities to protect employee representation rights and the proper contours of bargaining units, any “deal” was extinguished when Mr. Petersen left the position.

## 2. Whether the Coordinator is a Managerial Employee

In *MILWAUKEE V. WERC*, 71 Wis. 2D 709, at 716 (1976), the Wisconsin Supreme Court affirmed the Commission’s definition of managerial employees as:

. . . those who participate in the formulation, determination and implementation of management policy or possess effective authority to commit the employer’s resources.

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<sup>3</sup> In this respect, the situation here is fundamentally different from that in *SCHOOL DISTRICT OF COLEMAN*, DEC. NO. 21569 (WERC, 4/84), involving the exclusion of a single nurse position from a very small teacher bargaining unit, where the nurse position existed and been tacitly excluded at the time of voluntary agreement and during several subsequent contract cycles, and there was no question both parties were aware of its existence.

The Court went on to discuss why the policy component of the Commission's managerial definition was consistent with the Municipal Employment Relations Act. The Court stated at 717 the following:

The exclusion of management personnel, as well as certain other categories, such as supervisors and executives, indicates that not all municipal employees are to have the benefit of dispute resolution through collective bargaining. However, the ability of a certain category of employees to effectuate and implement management policy does not necessarily indicate that they should be precluded from protection by the statute. The definition that has been formulated by WERC effectively distinguishes those categories of employees whose interests are shared by persons engaged in a managerial capacity from those categories who are otherwise employed. By defining the managerial exclusion so as to encompass those who formulate and determine policy, as well as implement it, WERC formulated a definition which is consistent with the purposes of the Act and the legislatively expressed intent to exclude managerial employees.

Thus, it is clear that to be a managerial employee based on one's policy role, the employee must "formulate and determine policy, as well as implement it." Thus, for instance, applying this policy test for managerial status in *EAU CLAIRE COUNTY V. WERC*, 122 Wis. 2d 363 (1984), the Court of Appeals concluded that a register in probate was not a policy-based managerial employee because the circuit court had final approval over all of the position's activities.

Lastly, it is important to emphasize that not all policy determinations qualify an individual as a managerial employee. Consistent with the purpose of the managerial exclusion as one which serves to distinguish individuals whose interests are distinct from those employees in the bargaining unit, policy making must be at a "relatively high level" to warrant managerial status. *TAYLOR COUNTY, DEC. NO. 24261-E (WERC, 7/97)*

As noted above, the second path to managerial employee status involves the effective authority to commit the employer's resources. In *KEWAUNEE COUNTY V. WERC*, 141 Wis. 2d 347, at 355, (1987), the Court of Appeals affirmed the Commission's determination that "effective authority to commit the employer's resources" at a managerial level means possessing:

. . . the discretionary power to determine the type and level of services to be provided and the manner and means by which those services will be delivered.

and involves:

. . . determining the services required, the number of persons necessary to deliver those services, and the quantity and type of equipment and supplies required to provide those services.

Contrary to MATC's argument, the evidence falls far short of meeting either the policy or the resource criterion for managerial exclusion.

It is true, as MATC claims, that the Coordinator has the same level of access to the databases as her immediate supervisor, Mr. Bass, and the Section Director, Mr. Gavin. Although she has rarely if ever used said "root access" and seemed unaware that she had it, such access could be necessary in the event of an urgent problem affecting the entire UNIX operating system or the Datatel database. It is not clear on this record that such "root access" carries with it any kind of policy function or managerial discretion, but, if it does, it falls short of the high level policy formulation needed for managerial status. By the same token, even if Mr. Bass had been shown to have managerial authority (which this record does not establish), the sporadic performance of managerial authority while Ms. Wang's substitutes for Mr. Bass during his vacations or sick days would not transform her into a managerial employee herself. See SHAWANO COUNTY, DEC. NO. 15257 (WERC, 3/77)

MATC also argues that the Coordinator "is responsible for the operation and allocation of resources with respect to which patches or repairs are to be performed, whether the entire system must be shut down and recommending whether an employee of MATC may have access to the system that has entailed an investment of millions of dollars." MATC Brief at 9. There is no evidence that Ms. Wang is in a position to or has ever been asked to decide or recommend whether another employee will have access to "the system." Moreover, the evidence is clear that Ms. Wang does not and has never initiated a recommendation regarding patches or repairs, but instead those recommendations are generated by the Client Services employees (most of whom are in the bargaining unit) who use the applications and therefore encounter the issues/problems, or by the vendor who develops and recommends system-wide upgrades to the Datatel product. In any event, such responsibilities would fall short of the "service" level type of resource choices that are necessary for managerial status.

There is no evidence that the Coordinator has any budgetary role at all or that she is ever in a position to make or effectively recommend discretionary expenditures of any significant amount. She never attends managerial meetings. Indeed, the Union quite accurately sums up her role as "limited to the implementation of decisions made by her superiors or work orders given to her by her organizational peers." Union Brief at 14. Although the system or portions of it may need to be "shut down" in order for the Coordinator to perform some of her work, the evidence shows that the timing of said shut-downs is literally dictated by one or more of the Section Directors and very little of it is within the Coordinator's discretion. The fact that she *uses* MATC resources that cost millions of dollars does not mean that she has managerial discretion over those resources or over the underlying dollars.

Contrary to MATC's argument, the Coordinator position is not comparable to the "Network Administrator" in VERNON COUNTY, DEC. NO. 13805-J (WERC 4/04) that the Commission held to be managerial. In that case, the Commission took pains to point out that, unlike many employees with the title "network administrator," the individual in Vernon County spent 25% to 50% of her time on policy development and effectively recommended all

County purchases as to software, hardware, and networking equipment. She also attended weekly management/supervisory meetings, where policy decisions were made. The Coordinator at issue here has no responsibilities that are similarly managerial in nature.

For the foregoing reasons, we hold that the Coordinator, Technical Software Support is not a managerial employee and therefore is a “municipal employee” within the meaning of Sec. 111.70(1)(i), Stats. who should be included in the paraprofessional bargaining unit represented by the Union.

Dated at Madison, Wisconsin, this 15th day of November, 2006.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

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Judith Neumann, Chair

Paul Gordon /s/

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Paul Gordon, Commissioner

Susan J. M. Bauman /s/

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Susan J. M. Bauman, Commissioner

