THE WEST VIRGINIA PUBLIC EMPLOYEES GRIEVANCE BOARD

DAVID WHITE,

Grievant,

v. **Docket No. 2018-1012-DOR**

OFFICES OF THE INSURANCE COMMISSIONER,

Respondent.

DECISION

Grievant, David White, filed a level one grievance on February 22, 2018, against his employer, Respondent, West Virginia Offices of the Insurance Commissioner ("WVOIC"), stating as follows: "Grievant was granted an extra work project with a 10% pay increase, which was abruptly removed." As relief sought, the Grievant seeks, "[t]o be made whole in every way including restoration of duties and increase with back pay and interest."

By decision issued on March 13, 2018, the Chief Administrator Allen L. McVey, Insurance Commissioner, denied the grievance at level one, and further waived the matter to level two concluding that he was without the authority to grant the relief requested as the grievance "clearly and exclusively deal with state wage or salary compensation and/or classification of state employees. . . ." Grievant appealed to level two on March 21, 2018. A level two mediation was conducted on July 3, 2018. Grievant perfected his appeal to level three on July 5, 2018.

Respondent, by counsel, filed a Motion to Dismiss on September 17, 2018, arguing only the merits of the case. Respondent asserted no affirmative defenses such as timeliness, or failure to state a claim upon which relief can be granted. By email that

same date, the Grievance Board informed Grievant, by and through his representative, that if he should wish to respond to the motion to dismiss, he was to do so in writing by the close of business on September 28, 2018. Grievant submitted his Response to Respondent's Motion to Dismiss by email on September 17, 2018. By Order entered October 31, 2018, this ALJ denied the Motion to Dismiss.

A level three hearing was held on February 22, 2019, before the undersigned administrative law judge at the Grievance Board's Charleston, West Virginia, office. Grievant appeared in person, and by his representative, Gordon Simmons, UE Local 170, West Virginia Public Workers Union. Respondent appeared by counsel, Cassandra L. Means, Esquire, Assistant Attorney General. This matter became mature for decision on April 10, 2019, upon the receipt of the last of the parties' proposed Findings of Fact and Conclusions of Law.

Synopsis

Grievant is employed by Respondent as a Credit Analyst 2. Respondent implemented a discretionary project-based incentive 10% pay increase for Grievant who was assigned to work on a project to resolve old accounts. Grievant worked on the project for nearly twenty-seven months. In January 2018, Respondent concluded that the project was completed and terminated Grievant's 10% pay increase in January 2018. Grievant asserts that the pay increase was not temporary, and that the project was not completed. Grievant also asserts that the Respondent's decisions were arbitrary and capricious. Respondent denied Grievant's claims and argued that the pay increase was properly terminated when the project was completed. Grievant failed to prove his claims by a preponderance of the evidence. Accordingly, this grievance is DENIED.

The following Findings of Fact are based upon a review of the record created in this grievance:

Findings of Fact

1. Grievant is employed by Respondent as a Credit Analyst 2. Grievant has been employed by the State in this same position for nineteen years. Grievant is currently stationed in Respondent's Revenue Recovery Unit. Grievant was previously employed by the West Virginia Workers Compensation Commission.

2. Tina Clark is the Director of Revenue Recovery. Grievant reported to Ms. Clark. Debbie Hughes is the WVOIC Director of Human Resources. Kathy Damron served as the WVIOC Director of Human Resources prior to Debbie Hughes.

3. The Respondent's Revenue Recovery Unit is responsible for workers' compensation compliance oversight, collection from employers of all monies due to the Workers' Compensation "Old Fund," and collection of fines imposed on employers when workers' compensation coverage has been canceled. "Old Fund" refers to legacy claim liability that existed before the West Virginia workers' compensation system was privatized.

4. Given Grievant's tenure as a Credit Analyst 2, he was the only person who had training or experience resolving accounts from the Old Fund.

5. On March 16, 2015, Ms. Clark sent a memorandum to Ms. Damron seeking a project-based incentive raise for Grievant. Ms. Clark's request stated, in part, as follows:

> [d]ue to attrition, David White is the only Credit Analyst 2 with the past experience of dealing with Workers' Compensation Old Fund accounts. Although there have been new hires, since the Old Fund is a holdover from the old Workers'

> Compensation Commission, it was decided that the new hires would not be trained on the "old," rather then (sic) teach and train on the past to teach and train for the present and the future.
>
> However, it was realized that the Old Fund accounts still left in the system, (sic) would need to be tended to when needed and in fact the accounts would need to be worked to resolution. Nancy Fisher (Mr. White's supervisor) and I discussed that we would task Mr. White with a project based assignment to work Old Fund accounts to resolution. At this stage, since Mr. White is the most senior in the department, along with this regular duties, it was determined that he would be expected to resolve at least 3 Old Fund accounts per month. This project began in December 2013 and at this point is ongoing with no projected completion date. After six months, a review was made to see if more accounts could be completed. Mr. White currently averages between 5 and 7 accounts resolved per month. . .
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> Mr. White readily accepted this project, and that (sic) his skills are exemplary in resolving the Old Fund accounts. I feel he has proven that he will continue working to resolve the Old Fund accounts and collect monies due the state which have been deemed uncollectible. I feel that Mr. White is deserving of a 10% pay increase for the Old Fund Account Resolution Project.[1]

6. Debbie Hughes was hired as WVOIC Director of Human Resources sometime between March 17, 2015, and July 27, 2015, replacing Ms. Damron. It is unknown what, if any, action Ms. Damron took on Ms. Clark's memorandum dated March 16, 2015.

7. On July 27, 2015, Debbie Hughes signed a West Virginia Division of Personnel Pay Plan Implementation Policy Request for Approval seeking the project/team incentive 10% pay increase for Mr. White. Such was approved by the WVOIC Agency Head (signature illegible) on July 28, 2015.

[1] *See*, Respondent's Exhibit 1, Memorandum to Kathy Damron dated March 15, 2015.

8. Tina Clark sent a second memorandum requesting Grievant's 10% pay increase request dated August 4, 2015, now directed to Debbie Hughes. This second request differed from the first memorandum dated March 16, 2015. The August 4, 2015, memorandum stated that ". . . the estimated completion date is September 1, 2016." It further stated that ". . . we do know there are tens of thousands accounts, some which may be resolved quickly, some that need research." Also, the August 4, 2015, memorandum is signed by Grievant at the top and states that Grievant "understands that the 10% pay increase will coincide with the length of the project."[2]

9. The WOIC Cabinet Secretary signed the West Virginia Division of Personnel Pay Plan Implementation Policy Request for Approval on August 7, 2015. The name of the then-WOIC Cabinet Secretary is unknown as this signature is illegible. The request for approval then went to the then-Director of Personnel, Sara Walker, who signed as approved on September 16, 2015. Thereafter, the document was forwarded to the Governor's Office for approval. Someone from the Governor's Office approved by signing the same on September 23, 2015. Again, the identity of the signer is unknown because the signature is illegible.[3]

10. Grievant did not read the August 4, 2015, memorandum despite signing the same.[4]

[2] *See*, Grievant's Exhibit 2, August 4, 2015, Memorandum.
[3] *See*, Grievant's Exhibit 1, West Virginia Division of Personnel Pay Plan Implementation Policy, Request for Approval.
[4] *See*, testimony of Grievant.

11. The West Virginia DOP policy requires that an employee must acknowledge the temporary nature of the special project upgrade. If there is no such acknowledgement, DOP will deny the request.[5]

12. Tina Clark prepared the revised memorandum dated August 4, 2015, to comply with the requirements of DOP policy that there be a completion date for the project and acknowledgment of Grievant.

13. Grievant's 10% project-based incentive pay increase was approved by DOP, effective November 1, 2015. Ms. Hughes informed Grievant of such by letter dated October 21, 2015.[6] This letter contained no reference to an end date or the temporary nature of the pay increase.

14. On July 13, 2017, Personnel Specialist Sarah Jarrett emailed Debbie Hughes asking if Grievant's project had been completed as their records indicated that it was expected to conclude on March 1, 2017. On August 2, 2017, Ms. Hughes responded to Ms. Jarrett by forwarding her a response from Ms. Clark dated August 1, 2017, that stated as follows: "Debbie, I apologize for the lag in getting back with you regarding the PPP. Both David and Nancy continue to work on their assigned projects, therefore the project has concluded. If I need to put another date on these projects for conclusions, I think the end of the year would be a good date for review of expected conclusions."[7]

15. On January 23, 2018, Ms. Clark sent the following email to Grievant:

> David,
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> I was informed by DOP that the PPI that you were granted has lasted for nearly 27 months. The current PPI began on

[5] *See*, testimony of Carrie Sizemore, DOP.
[6] *See*, Grievant's Exhibit 3, October 21, 2015, letter.
[7] *See*, Respondent's Exhibit 2, email thread.

> 11/1/2015. This temporary salary bump was supposed to last 12-18 months. However, since it took several months for the project to be approved and you worked diligently on the project before you were awarded the PPI, your increase was allowed to last a few months longer. Your PPI is scheduled to end on 2/17/2018.
>
> This does not mean that you will not have a few Old Fund accounts that need to be worked. This means that the project portion of working the numerous accounts has ended along with the pay increase for that project. I have seen a marked decrease in the number of Old Fund accounts being worked in the past few months, versus when the project was first implemented. I sincerely thank you for taking on this project and helping to decrease the number of Old Fund accounts on the books.[8]

16. Later on January 23, 2018, Ms. Hughes emailed Sarah Jarrett at DOP and stated as follows: "OIC will be ending the Project Based PPI's (sic) for David White and Nancy Fisher on February 17, 2018. Do you need any additional information from me on these two projects or the employees?"[9] No response to this email was introduced into evidence.

17. Grievant's 10% project-based incentive pay increase was discretionary and lasted from November 1, 2015, until February 17, 2018.

18. Even though Grievant's Old Fund account project ceased, Grievant continues to work some Old Fund accounts. Grievant is not required to resolve three Old Fund accounts per month as he was while working on the project.

[8] *See*, Joint Exhibit 1, January 23, 2018, email to Grievant.
[9] *See*, Respondent's Exhibit 3, January 23, 2018, email to Sarah Jarrett.

19. DOP Policy does not place a maximum limit on the time a project-based incentive pay increase may last. However, DOP acknowledged during the level three hearing that project-based incentive pay increases typically last about a year.[10]

Discussion

As this grievance does not involve a disciplinary matter, Grievant has the burden of proving her grievance by a preponderance of the evidence. W. VA. CODE ST. R. § 156-1-3 (2018). "The preponderance standard generally requires proof that a reasonable person would accept as sufficient that a contested fact is more likely true than not." *Leichliter v. Dep't of Health & Human Res.*, Docket No. 92-HHR-486 (May 17, 1993), ***aff'd***, Pleasants Cnty. Cir. Ct. Civil Action No. 93-APC-1 (Dec. 2, 1994). Where the evidence equally supports both sides, the burden has not been met. *Id*.

Grievant argues that his 10% pay increase was not temporary, and that Respondent's decision to end it in February 17, 2018, was arbitrary and capricious. Grievant further asserts that the Old Fund account project was not completed, and that he continues to work to resolve these old accounts. Respondent argues that the 10% pay increase was discretionary, and that its actions complied with DOP policy and were not arbitrary and capricious. Respondent contends that there was a decrease in the amount of Old Fund accounts Grievant was resolving each month, and that all the "low hanging fruit" among the Old Fund accounts needed resolved had been reaped. Therefore, it was not financially feasible to continue the project. As such, Respondent

[10] *See*, Respondent's Exhibits 4 & 5, Pay Plan Implementation Policy; testimony of Sarah Jarrett.

concluded that the project was completed. Respondent also asserts that as the increase was discretionary, Grievant cannot grieve its termination.

"An agency's decision not to recommend a discretionary pay increase generally is not grievable." *Lucas v. Dep't Health and Human Res.,* Docket No. 07-HHR-141 (May 14, 2008). *See also Morgan v. Dep't Health and Human Res.*, Docket No. 07-HHR-131 (June 5, 2008). However, the word *generally* implies that there may be times when such is grievable. *See Prince v. Div, of Highways*, Docket No. 2018-0271-DOT (Aug. 24, 2018). Discretionary decisions must be made in a manner that is reasonable and not arbitrary and capricious. *See [Mihaliak] v. Div. of Rehab. Serv.,* Docket No. 98-RS-126 (Aug. 3, 1998). In this case, Grievant is arguing that his discretionary pay increase was improperly terminated.[11] The cases Respondent cites in support of its position do not involve situations where the employee received a project-based incentive pay increase that was later terminated. Instead, they concern situations where employers did not seek discretionary pay increases for employees and those employees grieved the same. The issue in this case is whether Respondent's actions in ending Grievant's 10% project-based incentive pay increase were proper, or in violation of any policy, rule, or law. The cases Respondent cites do not apply in deciding this matter. This issue is grievable.

Further, Grievant's argument that his pay increase was not temporary is not supported by the evidence. The Grievant was informed by the August 4, 2015, memorandum, which he signed, that the project was temporary. No matter what he may have believed or assumed before that date, the August 4, 2015, memorandum should

[11] Grievant has not alleged discrimination, favoritism, reprisal, or any other such claim with respect to Respondent's decision to end his project-based incentive pay increase.

have cleared up any misunderstandings. The August 4, 2015, memorandum included an estimated completion date, and stated that the pay increase would coincide with the length of the project. Also, in the heading of the memorandum, the pay increase is called "project based." Grievant was also informed that his pay increase was being granted based upon the DOP Pay Plan Implementation Policy in the October 21, 2015, letter. Had he reviewed that policy then, he would have seen that the pay increase as not permanent. Lastly, Grievant admits that he did not read the August 4, 2015 memorandum. Reading and understanding the terms of the pay increase was Grievant's responsibility, and he chose not to do so.

The DOP Pay Plan Implementation Policy in effect on November 1, 2015, when Grievant's project-based incentive pay increase began, states, in part, as follows:

> 7. Project/Based Incentive. Under the following conditions, an appointing authority may recommend a temporary in-range salary adjustment of up to 10% of current salary for a permanent employee assigned to a long-term project outside the scope of the essential functions of [the] employee's current position.
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> a. Projects eligible for a project based incentive must be approved in advance by the Director of Personnel.
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> b. Projects submitted for approval for a project based incentive must include the following:
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> 1) A project plan submitted to the Division of Personnel which identifies the project as a collaborative effort to accomplish new work assigned or to develop a more efficient, cost-saving process for performance of ongoing work;
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> 2) A beginning date and estimated completion date for the project which will typically encompass a minimum of twelve months;
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> 3) A staffing plan which identifies each employee on the project team by position number, title, salary;

4) Specific deliverables identified for each employee;
5) For interdepartmental projects, a memorandum of understanding wherein the participating agencies agree on the project scope, timeline, deliverables and conditions of incentive payments to eligible employees;
6) A letter of understanding signed by the employee which details the terms and conditions of the assignment, including, at a minimum, the reason, duration and temporary upgraded salary. The letter shall be included in the documentation required to process the Personnel Transaction making the salary adjustment effective. A Personnel Transaction is required to discontinue the in-range salary adjustment and return an employee to the previous salary upon conclusion of the assignment. The previous salary shall include any salary increases the employee would have received irrespective of the temporary in-range adjustment, and;

c. Failure of an agency to process the Personnel Transaction to return an employee who has received a temporary increase under this section to the appropriate salary after the completion of the project will result in the exclusion of that agency from participation in discretionary increases under this policy until such time as the agency comes into compliance with this policy.[12]

The DOP Pay Plan Implementation Policy was later amended on December 1, 2017. This is the version of the policy in place when Grievant's discretionary pay increase was terminated. However, there were no significant changes made to the Project/Based Incentive section that would affect the termination of the pay increase. As demonstrated

[12] *See*, Respondent's Exhibit 4, DOP Pay Plan Implementation Policy, effective date: May 1, 1994; Latest Revision: July 16, 2014.

by the policy above, the policy deals primarily with obtaining approval for the pay increase, not its conclusion. The December 1, 2017, revision to the policy still includes the last paragraph, albeit with some minor revisions, regarding the penalty imposed upon an agency that does not put the employee back to the appropriate salary at the completion of the project.[13]

"Generally, an action is considered arbitrary and capricious if the agency did not rely on criteria intended to be considered, explained or reached the decision in a manner contrary to the evidence before it, or reached a decision that was so implausible that it cannot be ascribed to a difference of opinion. *See Bedford County Memorial Hosp. v. Health and Human Serv.*, 769 F.2d 1017 (4th Cir. 1985); *Yokum v. W. Va. Schools for the Deaf and the Blind*, Docket No. 96-DOE-081 (Oct. 16, 1996)." *Trimboli v. Dep't of Health and Human Res.*, Docket No. 93-HHR-322 (June 27, 1997), *aff'd* Mercer Cnty. Cir. Ct. Docket No. 97-CV-374-K (Oct. 16, 1998).

"'[T]he "clearly wrong" and the "arbitrary and capricious" standards of review are deferential ones which presume an agency's actions are valid as long as the decision is supported by substantial evidence or by a rational basis. Syllabus Point 3, *In re Queen*, 196 W.Va. 442, 473 S.E.2d 483 (1996).'" Syl. Pt. 1, *Adkins v. W. Va. Dep't of Educ.,* 210 W. Va. 105, 556 S.E.2d 72 (2001) (*per curiam*). "While a searching inquiry into the facts is required to determine if an action was arbitrary and capricious, the scope of review is narrow, and an administrative law judge may not simply substitute her judgment for that of [the employer]." *Trimboli v. Dep't of Health and Human Res.,* Docket No. 93-HHR-322

[13] *See*, Respondent's Exhibit 5, DOP Pay Plan Implementation Policy, latest revision December 1, 2017.

(June 27, 1997), *aff'd* Mercer Cnty. Cir. Ct. Docket No. 97-CV-374-K (Oct. 16, 1998); *Blake v. Kanawha County Bd. of Educ.*, Docket No. 01-20-470 (Oct. 29, 2001), *aff'd* Kanawha Cnty. Cir. Ct. Docket No. 01-AA-161 (July 2, 2002), *appeal refused*, W.Va. Sup. Ct. App. Docket No. 022387 (Apr. 10, 2003).

The evidence presented demonstrates that the Grievant received the 10% project-based incentive pay increase effective November 1, 2015. Based upon the requirements of the Pay Plan Implementation Policy, it appears from the evidence that Ms. Clark was required to revise her March 16, 2015, memorandum request for the project-based incentive pay increase for Grievant before it could be approved by DOP because her original memorandum did not include required information, such as the expected completion date and acknowledgement from Grievant. The August 4, 2015, memorandum request included such details. The project-based incentive pay increase was for approved for Grievant and it continued for nearly twenty-seven months. Such appears to comply with policy. The evidence also demonstrates that Ms. Clark extended Grievant's pay increase well-beyond the project's initial estimated completion date. Such appears to have been within her discretion.

It is undisputed that there are still Old Fund accounts to be resolved. However, Respondent, as explained by Ms. Clark, determined that it was no longer financially feasible to continue the project and pay increase because the accounts that could be resolved with relative ease to bring in revenue had been worked. Further, she testified that there had been a decrease in the number of cases resolved in the months before she terminated the project. Therefore, Ms. Clark concluded that the project was completed. Grievant disagrees with Ms. Clark's contentions asserting that there are numerous cases

left to work and notes that he is still required to work Old Fund accounts. Grievant acknowledged that there had been a decrease in accounts resolved in the months prior to the termination of the project, but argues that it was because it was winter and many of the businesses, such as those in the logging industry, operated seasonally during warmer weather. Grievant asserts that his work would have picked up again.

The ALJ cannot conclude that Respondent's decision to end Grievant's project-based incentive pay increase was arbitrary and capricious. It is reasonable to base such a decision on financial considerations. Grievant, and another employee, were each being paid an additional 10% of their salaries to resolve the old cases in order to bring in additional revenue for the state. If the results were not justifying the cost of the project, it is reasonable to decide the project had been completed. Grievant acknowledged that during winter months the number of cases resolved decreased because of seasonal employers. The numbers had decreased and there was no guarantee that the numbers would pick up in the spring. Further, Respondent had continued the program for about a year and three months beyond the original estimated completion date. This was not a short project and it was not concluded abruptly, as Grievant has claimed. Grievant worked the cases for nearly twenty-seven months, completing a great deal of work. It is certainly plausible that given the length of the project and Grievant's success, its financial feasibility had decreased from the start of the project. Respondent clearly has discretion in deciding to seek approval for these project-based incentive pay increases, and in setting the length of the project. Respondent also has the discretion to end a project and exercised the same. Nothing about this project and pay increase was mandatory. Respondent was required by the Pay Plan Implementation Policy to return Grievant to his

appropriate salary when the project was completed. If it had not, Respondent would be penalized by DOP. Accordingly. Grievant has failed to prove any violation of the Pay Plan Implementation Policy, rule, or law. Therefore, this Grievant is DENIED.

The following Conclusions of Law support the decision reached:

Conclusions of Law

1. As this grievance does not involve a disciplinary matter, Grievant has the burden of proving his grievance by a preponderance of the evidence. W. VA. CODE ST. R. § 156-1-3 (2008). "The preponderance standard generally requires proof that a reasonable person would accept as sufficient that a contested fact is more likely true than not." *Leichliter v. Dep't of Health & Human Res.*, Docket No. 92-HHR-486 (May 17, 1993), *aff'd*, Pleasants Cnty. Cir. Ct. Civil Action No. 93-APC-1 (Dec. 2, 1994). Where the evidence equally supports both sides, the burden has not been met. *Id*.

2. "An agency's decision not to recommend a discretionary pay increase generally is not grievable." *Lucas v. Dep't Health and Human Res.,* Docket No. 07-HHR-141 (May 14, 2008). *See also Morgan v. Dep't Health and Human Res.*, Docket No. 07-HHR-131 (June 5, 2008). However, the word *generally* implies that there may be times when such is grievable. *See Prince v. Div, of Highways*, Docket No. 2018-0271-DOT (Aug. 24, 2018). Discretionary decisions must be made in a manner that is reasonable and not arbitrary and capricious. *See [Mihaliak] v. Div. of Rehab. Serv.,* Docket No. 98-RS-126 (Aug. 3, 1998).

3. "Generally, an action is considered arbitrary and capricious if the agency did not rely on criteria intended to be considered, explained or reached the decision in a manner contrary to the evidence before it, or reached a decision that was so implausible

that it cannot be ascribed to a difference of opinion. *See Bedford County Memorial Hosp. v. Health and Human Serv.*, 769 F.2d 1017 (4th Cir. 1985); *Yokum v. W. Va. Schools for the Deaf and the Blind*, Docket No. 96-DOE-081 (Oct. 16, 1996)." *Trimboli v. Dep't of Health and Human Res.*, Docket No. 93-HHR-322 (June 27, 1997), *aff'd* Mercer Cnty. Cir. Ct. Docket No. 97-CV-374-K (Oct. 16, 1998).

4. "'[T]he "clearly wrong" and the "arbitrary and capricious" standards of review are deferential ones which presume an agency's actions are valid as long as the decision is supported by substantial evidence or by a rational basis. Syllabus Point 3, *In re Queen*, 196 W.Va. 442, 473 S.E.2d 483 (1996).'" Syl. Pt. 1, *Adkins v. W. Va. Dep't of Educ.,* 210 W. Va. 105, 556 S.E.2d 72 (2001) (*per curiam*). "While a searching inquiry into the facts is required to determine if an action was arbitrary and capricious, the scope of review is narrow, and an administrative law judge may not simply substitute her judgment for that of [the employer]." *Trimboli v. Dep't of Health and Human Res.,* Docket No. 93-HHR-322 (June 27, 1997), *aff'd* Mercer Cnty. Cir. Ct. Docket No. 97-CV-374-K (Oct. 16, 1998); *Blake v. Kanawha County Bd. of Educ.*, Docket No. 01-20-470 (Oct. 29, 2001), *aff'd* Kanawha Cnty. Cir. Ct. Docket No. 01-AA-161 (July 2, 2002), *appeal refused*, W.Va. Sup. Ct. App. Docket No. 022387 (Apr. 10, 2003).

5. Grievant failed to prove by a preponderance of the evidence that Respondent's decision to end his project-based incentive pay increase violated any policy, rule, or law, or was otherwise improper. Grievant also failed to prove that this decision was arbitrary and capricious.

Accordingly, this Grievance is **DENIED**.

Any party may appeal this decision to the Circuit Court of Kanawha County. Any such appeal must be filed within thirty (30) days of receipt of this decision. *See* W. VA. CODE § 6C-2-5. Neither the West Virginia Public Employees Grievance Board nor any of its administrative law judges is a party to such appeal and should not be so named. However, the appealing party is required by W. VA. CODE § 29A-5-4(b) to serve a copy of the appeal petition upon the Grievance Board. The civil action number should be included so that the certified record can be properly filed with the circuit court. *See also* W. VA. CODE ST. R. § 156-1-6.20 (2018).

DATE: May 23, 2019.

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Carrie H. LeFevre
Administrative Law Judge