

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

KENOSHA COUNTY DEPUTY SHERIFF'S
ASSOCIATION

and

KENOSHA COUNTY

Case 135
No. 49512
MA-7974

Appearances:

Ms. Linda S. Vanden Heuvel, Vanden Heuvel & Dineen, S.C., Attorneys at Law,
appearing on behalf of the Association.

Mr. Mark L. Olson, Davis & Kuelthau, S.C., Attorneys at Law, appearing on behalf of
the County.

ARBITRATION AWARD

The Association and the County named above jointly requested the Wisconsin Employment Relations Commission to appoint the undersigned to hear a grievance concerning the reassignment of detectives to different units. A hearing was held on April 20, 1994, in Kenosha, Wisconsin, and following the submission of briefs, the record was closed on October 4, 1994.

ISSUE:

The parties agreed that the arbitrator must first determine whether or not the grievance is arbitrable. If so, a further proceeding must be held on the merits. The underlying grievance arose when the Sheriff reassigned two senior detectives out of a drug unit, assigned them other detective work, and assigned a junior detective to the drug unit.

BACKGROUND:

The parties did not make a full record, but submitted briefs and documents that show the following. On July 30, 1990, Sheriff Allan Kehl sent the Association and the department

administration a new regarding detectives and duty assignment and flex shift for the Kenosha County Controlled Substance Unit. 1/ It states:

In order to facilitate the Department's involvement in the Kenosha County Controlled Substance Unit, detectives who are assigned to work in the unit shall work the first and second shift with the ability to flex their work hours as necessary to efficiently and effectively carry out their designated responsibilities.

To compensate for working a flexible shift:

Detectives assigned to day shift will be paid for second shift differential.

Detectives assigned to second shift will be paid third shift differential.

Also on July 30, 1990, Sheriff Kehl sent a memo to David Beth, President of the Association, regarding flex shift for officers assigned to narcotics and vice investigations. It states:

1. Only persons assigned to a flex-shift will be those that have volunteered to work almost exclusively on drug/vice investigations.
2. Four officers are assigned (two under grant provisions which currently exist through June 30, 1991).
3. If assigned to other investigative activity outside their primary shift, they will be paid overtime for such time worked.
4. Any hours over 8 hours at a time would be paid at the overtime rate.
5. Any volunteer assigned to a flex-shift may leave such shift by giving the Sheriff 30 days notice.
6. The officers assigned to the KCCSU will be the only officers outside the SIU to work flexible shift assignment.
7. Detectives assigned to the KCCSU shall be based on seniority preference.

On April 1, 1992, Sheriff Kehl sent the following letter to Association President Larry Zarletti:

On July 30, 1990, I entered into an agreement with the K.C.D.S.A. regarding a flex shift for officers assigned to the K.C.C.S.U.

1/ The Kenosha County Controlled Substance Unit is called KCCSU or the drug unit in this award, and the KCSIU or SIU refers to the Kenosha County Special Investigative Unit.

The agreement is now VOID.

Although a time parameter to the agreement was not determined, its basis was premised to reduce overtime costs with regard to Detectives assigned to that unit.

1. Since we initiated the agreement, two additional detectives have been assigned to assist in the drug case work load reducing the need for flex time.
2. Overtime to the unit has steadily increased in the past 12 months while the use of flextime has been greatly reduced.

As a result, flextime in which the agreement was predicated is no longer a factor. Therefore, effective APRIL 15, 1992, the agreement in total is no longer in effect.

A deputy, Bruce Klawitter, filed a grievance as a direct result of the above letter. The grievance was resolved by the Sheriff and the Association on July 23, 1992 and put into the following agreement which was signed by Zarletti and Sheriff Kehl on July 25, 1992:

Flex Shift Grievance with Detectives Assigned to K.C.C.S.U.

It is understood by both parties (Sheriff of Kenosha County and the Kenosha County Deputy Sheriffs Association, K.C.D.S.A.) that the misunderstanding regarding the use of flex-time has been resolved as follows:

1. The parties mutually agree that there is no compensatory time.
2. Creation of a flex shift, Detectives assigned to the K.C.C.S.U. working a first or second shift may work hours inconsistent with the contractual hours for such shift based on work assignment need if the eight hours are continuous and any hours worked beyond the eight hours within a twenty-four hour period will be paid at time and one-half.
3. Detectives who volunteer or are assigned to the K.C.C.S.U. shall be based on seniority. Such assignment to or removal from the unit is with

approval by the Sheriff.

4. Detectives who are assigned or have volunteered to work within K.C.C.S.U. will not be unreasonably denied in a specific request for removal from the unit if a written request is submitted to the Sheriff thirty (30) days prior to the requested removal date and such a request is in the nature of personal or job related crisis.

5. Aside from what is stated in this agreement, Detectives working within the K.C.C.S.U. are governed by the contractual agreement currently in effect between Kenosha County and the Kenosha County Deputy Sheriffs Association.

6. Detectives assigned to day shift will be paid for second shift differential.

7. Detectives assigned to second shift will be paid third shift differential.

Then on December 18, 1992, Sheriff Kehl sent Zarletti the following letter:

On Friday, December 18, 1992, I along with Lieutenant Vena met with Sergeants Hedden and Fulmer, supervisors of the Kenosha County Controlled Substance Unit.

Their request was for a new work schedule time for the unit overall. The time would be from 2:00 pm to 10:00 pm, Monday through Friday which is permitted within the confines of the agreement between the County and the Deputy Sheriff's Association. This time change will occur in February, 1993.

This will negate the need for the agreement (Flex-Shift) dated July 25, 1992 because of a standard shift time and that any time spent beyond the normal work time will be paid under the overtime clause of the existing contract. Therefore, effective December 31, 1992, the flex agreement is void.

On January 4, 1993, the Association filed a grievance which stated:

The Kenosha County Deputy Sheriff's Association is filing this grievance on behalf of the membership of the Association. On

December 18, 1992, Detectives of the Kenosha Sheriff's Department assigned to the KCCSU and KCSIU were reassigned effective January 4, 1993, to different shifts and units.

The Association objects to the reassignments, as the reassignments represent violation of the Collective Bargaining Agreement between the parties, including Section 1.1 - Management Rights, Section 9.1 Seniority, Section 9.5 - Filling of Job Vacancies and Section 9.7 - Tours of Duty of the Collective Bargaining Agreement. Additionally, the reassignment is contrary to the July 23, 1992 Agreement between the parties.

On December 18, 1992, Sheriff Kehl issued a memorandum indicating that there would be a one detective reduction in the KCCSU and that the Flex Shift Agreement dated July 23, 1992 would be eliminated. Based upon the Sheriff's decision to reduce KCCSU forces, the least senior detective in the unit should have been reassigned. However, pursuant to Lt. Vena's memorandum of December 18, 1992, two detectives were removed from the unit and a detective with less seniority was assigned in their place.

The Collective Bargaining Agreement provides that a detective with lower seniority cannot bump a detective with greater seniority. This is further clarified by the Agreement dated July 23, 1992, which states that selection of "Detectives who volunteer or are assigned to the KCCSU shall be based upon seniority. Such assignment to or removal from the unit is with approval of the Sheriff." The Sheriff now seeks to ignore the July 23, 1992, Agreement between the parties, and to ignore the collective bargaining agreement.

Pursuant to 1.1 - Management Rights, of the Collective Bargaining Agreement between the parties, the County is required to follow the provisions of the Collective Bargaining Agreement where applicable. It is the Association's position that reassignment in these circumstances falls under several articles of the current Collective Bargaining Agreement and must be followed.

Section 9.1 - Seniority, specifically provides that the County recognizes seniority and that seniority in a job classification gives an individual within a job classification priority relative to vacation picks and shift preference. In this case, detectives with seniority within their job classification were not given priority over detectives with less seniority in the same classification for shift selection privileges. Lieutenant Vena approached officers in early December, 1992, to discuss shift assignment. Based upon the reassignments effective January 4, 1992, those discussions were ignored.

Section 9.5 - Filling of Job Vacancies, requires that a vacant position be filled by choice of deputies, the choice being made on

the basis of seniority. Although it is the Association's position that a vacancy in either the KCCSU or the KCSIU did not exist at the time of Sheriff Kehl's actions, had a position been available the contract clearly states that if a vacancy occurs the position will be filled on the basis of seniority. Further, a deputy must remain on the shift available to him or her based upon seniority until there is a vacancy on another shift. This practice was clearly not followed as a detective with less seniority was placed in a position desired and required by a detective with greater seniority rights.

Pursuant to Section 9.7 - Tours of Duty, the Collective Bargaining Agreement provides that seniority for choosing tours of duty in all positions above deputy sheriff shall be based upon length of service in the promoted position. It is the Association's position that each "tour of duty" is a duty assignment such as a position in the KCCSU, KCSIU or a General Assignment position. This is particularly true due to the different duties, responsibilities, pay scales, hours of work, locations of offices and areas of law enforcement performed by each of these units. Therefore, a detective with seniority has the right to choose any of the above as his tour of duty over a detective with less seniority in the detective classification.

It is the Association's position that the procedure followed for filling positions in the various detective units should be the same as presently provided in the contract and followed for the patrol division. This is necessary to prevent the Administration from making an assignment to a particular division for disciplinary purposes or due to personal conflicts without providing the involved detectives contractual remedies to address the improper assignment.

RELIEF SOUGHT:

- 1) Proper posting and signup of detective positions with selection based upon seniority.
- 2) Shift selection based upon seniority.
- 3) Reinstatement of Flex Shift as provided in Agreement dated July 23, 1992.

The Association filed a petition to initiate grievance arbitration with the WERC, and the parties jointly requested that the undersigned arbitrator be assigned by the WERC. When the arbitrator contacted the parties, the County initially refused to proceed to arbitration because it considered the issue not arbitrable. The Association filed a prohibited practice, which was resolved by the parties' agreement that the arbitrator would decide only the issue of arbitrability before conducting a hearing on the merits of the case.

RELEVANT CONTRACT PROVISIONS:

ARTICLE 1 - MANAGEMENT RIGHTS

Section 1.1. Except as otherwise provided in this Agreement, Chapter 59.21 of the Wisconsin Statutes and existing Civil Service regulations, the County retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for just cause; the right to decide the work to be done and location of work; to contract for work, services or materials; to schedule overtime work; to transfer employees; to take whatever action is necessary to carry out the functions of the County in situations of declared emergency; to establish qualifications for the various job classifications, however, whenever a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this Agreement. The County shall have the right to adopt reasonable rules and regulations.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 4. 1. Type of Grievance Covered. The parties agree that the prompt and just settlement of grievances is of mutual interest and concern and that the procedure set forth herein shall be the sole and exclusive method for settling grievances hereunder, section 59.21 of the Wisconsin Statutes notwithstanding. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions as set forth below. In applying this grievance procedure, any party may make reference to past practice and procedure, state law, federal law and local ordinances.

. . .

Section 4.3 Limitation on Arbitrator's Authority.

The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him in writing by the County and the Union and his decision and award shall be based solely on his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so

rule in his award. The award of the arbitrator shall be final and binding on the County, the Union, and the employee or employees involved.

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ARTICLE IX - SENIORITY

Section 9.1. Seniority Defined. The County recognizes seniority. Seniority is defined as the period starting from the last date when the employee is hired by the County and continuing until he quits or is discharged. Seniority in job classification prevails for shift preference and vacation preference, but not for length of vacation. Length of vacation is determined by overall seniority.

. . .

Section 9. 5. Filling of Job Vacancies. All vacancies on any shift shall be filled by choice of deputies, the choice being made on the basis of seniority. Each deputy must remain on the shift of his choice until there is a vacancy on another shift. The duties of personnel on each shift shall be left to the discretion of the Sheriff without regard to seniority.

Section 9.6. Shift Change. Deputies wishing to change shifts temporarily may do so with the permission of the Sheriff, but must do so according to seniority.

Section 9.7. Tours of Duty. All seniority for choosing tours of duty in all positions of promotion above the rank of deputy sheriff shall be based upon length of service in such position and not on years of service as a deputy sheriff.

Section 9.8. Shift Reduction. If there is a reduction of shift personnel, the employee with the least seniority shall be the first employee to be removed and sent back to the respective shift from which he or she came.

. . .

THE PARTIES POSITIONS:

The Association:

The Association asserts that the grievance is arbitrable, noting that Wisconsin has a strong legislative policy favoring arbitration in the municipal collective bargaining context as a means of settling disputes. The arbitrator should determine: (a) whether there is a construction of the arbitration clause that would cover the grievance on its face, and if so, (b) whether any other provision of the contract specifically excludes it. The arbitrator should order arbitration unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute, and doubts should be resolved in favor of coverage.

The Association complains that Sheriff Kehl filled a position in the tour of duty known as KCCSU without reference to seniority of the deputies available to fill the position. The Association maintains that this action violates Section 9.7 of the labor agreement, and the resolution of this dispute requires interpretation of Section 9.7 of the agreement and enforcement of its terms. Therefore, the arbitration clause governs the dispute on its face.

The parties both view assignment to KCCSU as a "tour of duty." In the July 30, 1990 memo, the Sheriff referred to placement of detectives in the KCCSU as a "duty assignment." In another memo of the same date, the Sheriff stated that assignment to the KCCSU shall be based on seniority preference. The parties viewed assignment to KCCSU governed by the labor agreement as late as July of 1992, when Sheriff Kehl resolved a pending grievance by stipulating with the Association that assignment to KCCSU would continue to be governed by seniority.

The Association submits that the phrase "tour of duty" is susceptible to an interpretation that covers the dispute in this case, and that the Sheriff's actions and memoranda demonstrate that the phrase "tour of duty" applies to KCCSU assignments. Therefore, the matter is properly and necessarily to be arbitrated under the first element of the analysis in Jt. School Dist. No. 10 v. Jefferson Ed. Assn., 78 Wis.2d 94, 112, 253 N.W.2d 536 (1977), where the arbitrator should determine arbitrability with reference to whether there is a construction of the arbitration clause that would cover the grievance on its face. The arbitration clause provides that matters involving the interpretation, application or enforcement of the terms of the agreement shall constitute a grievance which may be submitted to arbitration.

The Association further notes that the second element of the Jefferson analysis requires a determination of whether any provision of the labor agreement specifically excludes a dispute from arbitration. Section 4.3 places limits on the arbitrator's authority to prevent an arbitration from altering the agreement. But there is no bar to arbitration of this dispute.

The Association contends that the facts of this case are distinct from those in Manitowoc County v. Local 986B, AFSCME, AFL-CIO, 168 Wis.2d 819, 484 N.W.2d 336 (1992), the case relied on by the County. The Association is aware that the Manitowoc County case has been used by sheriffs in other counties to argue that promises made pursuant to collective bargaining agreements between unions and counties impose unconstitutional limits on a sheriff's power. However, the Manitowoc County case involved an agreement only between the union and the county, while this case involved agreements also made between the Association and the Sheriff directly.

The agreements between the Sheriff and the Association arose in the context of settling a grievance. The bargaining agreement provides for a four step grievance procedure, with the second step being a meeting between the Sheriff and the Association which requires a decision by the Sheriff. On July 23, 1992, in that second step meeting, the Sheriff agreed to limit his discretion in KCCSU duty assignments by seniority and signed an agreement to that effect. There is no reason that a county sheriff may not decide to limit his own discretion as a means for resolving a grievance and incorporate that limitation into the agreement between the county and the union. The Association

The Association concludes that the Sheriff's decision to limit his discretion by the July 1990 and July 1992 agreements is now an established practice pertinent to an understanding of the meaning of Section 9.7 of the parties' labor agreement.

The County:

The County asserts that the arbitrator need not consider whether the Sheriff's reassignment of employees within the detective division was consistent with the bargaining agreement or not. The County contends that the collective bargaining agreement is irrelevant to this issue, and whether or not the County has violated that agreement is not an issue here and cannot be considered by the arbitrator.

The County points out that the Wisconsin Supreme Court in Manitowoc County determined that an issue such as this one, which involves the specific constitutional rights and responsibilities of a sheriff, is outside the limitations of collective bargaining and is therefore outside of the authority of an arbitrator. Such a dispute is by definition also outside of the scope of an arbitrator's authority, which authority is derived solely from the bargaining agreement. The Court in Manitowoc County stated the prohibitions upon the ability of an arbitrator, and a collective bargaining agreement, to control or limit a sheriff's authority to assign and reassign his or her employees to positions within the department. The Court held that a posting requirement as applied to an assignment of a deputy was illegal, and the arbitrator exceeded his authority by enforcing that provision and the award was properly vacated by a circuit court.

The County submits that the Association incorrectly and wrongfully seeks to prevent the Sheriff from assigning work to his detectives, and the Union would assert the bargaining agreement to limit the authority of the Sheriff to assign detectives to positions and assignments within the detective division of the department. It is illegal for a sheriff's constitutional authority to be limited in any way by a bargaining agreement as to the sheriff's right to assign subordinates to positions within the department. Thus, the labor contract cannot limit the Sheriff's authority to perform his duties to assign subordinate employees to positions within the bargaining unit.

If the arbitrator derives her authority solely from the bargaining agreement, then the grievance cannot be arbitrable, because if the grievance were interpreted as being arbitrable, the Sheriff's constitutional authority must be controlled by the labor contract from which the authority of the arbitrator is derived. The County maintains that no substantive issue remains for the

arbitrator to consider.

Further, the County contends that the Sheriff's 1992 reassignment of two detectives to other positions in the detective division is the exercise of the same authority which was at issue in Manitowoc County and the same result must follow here. The grievance cannot be arbitrable, and the Sheriff's constitutional duty to provide law enforcement and preserve the peace within the County must be determined to be paramount. The authority of the Sheriff cannot be subject to the limitation of arbitrability under the bargaining agreement, and the grievance must be dismissed as non-arbitrable.

The County concludes that the authority of the Sheriff to assign or reassign employees within the detective division is an exercise of a constitutionally designed authority of the Sheriff, and that assignment cannot be limited in any fashion by a collective bargaining agreement.

DISCUSSION:

As the Association correctly notes, the Wisconsin Supreme Court in Jt. School District No. 10 v. Jefferson Education Assn. states a strong policy favoring arbitration:

An order to arbitrate the particular grievance should not be denied unless it can be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage.

The Jefferson Court stated that the enforcement of an agreement to arbitrate requires two findings -- first, whether there is a construction of the arbitration clause which would cover the grievance on its face, and second, whether any other provision of the contract specifically excludes it.

The grievance procedure provides that "matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. At least one section of the labor contract may be applicable to the instant dispute:

Section 9.7. Tours of Duty. All seniority for choosing tours of duty in all positions of promotion above the rank of deputy sheriff shall be based upon length of service in such position and not on years of service as a deputy sheriff.

The positions in the drug unit are positions above the rank of deputy sheriff. These positions are detective positions, which pay more than deputy positions, and may be considered positions of promotion above the rank of deputy sheriff. Other sections, such as 9.5 and 9.8, may possibly have some application.

Grievance settlement agreements are collective bargaining agreements. 2/ In the grievance settlement dated July 23, 1992 which was signed by both Sheriff Kehl and Association President Larry Zarletti, the Sheriff agreed with the Association that:

3. Detectives who volunteer or are assigned to the K.C.C.S.U. shall be based on seniority. Such assignment to or removal from the unit is with approval by the Sheriff.

Also, the July 30, 1990 memo signed by the Sheriff, which states in part that detectives assigned to the KCCSU shall be based on seniority preference, was actually an agreement between the Sheriff and the Association, according to the April 1, 1992 document in which the Sheriff revoked that agreement.

Thus, the instant grievance, which complains that two senior detectives have been re-assigned out of the KCCSU and a junior detective assigned to the drug unit, is arbitrable under the Jefferson analysis. The collective agreement, as further extended in the July 23, 1992 settlement agreement, covers the grievance on its face. The arbitration clause is susceptible of an interpretation that covers this dispute, and there is no provision of the contract or grievance settlement that specifically excludes arbitration of this matter.

Although the dispute is arbitrable under the Jefferson standard, the question is whether the Manitowoc County decision renders the dispute non-arbitrable. As the County notes, a contract provision that violates the law is void and a dispute arising out of a violation of that provision is not arbitrable, pursuant to WERC v. Teamsters Local No. 563, 75 Wis.2d 602, 250 N.W.2d 696 (1977). The question is then whether the contract provision that gives detectives seniority preference for work in the drug unit is void under the Manitowoc County case.

In that case, the Wisconsin Supreme Court held that because a sheriff's historical duties of maintaining law and order and preserving the peace are duties which gave character and distinction to the office of sheriff, and because an undercover assignment of a deputy involved those duties, that assignment fell within the constitutionally protected powers of a sheriff and could not be limited by a collective bargaining agreement. In that case, the posting requirement as applied to the Manitowoc sheriff's assignment of a deputy to an undercover assignment was illegal, and the arbitrator exceeded his authority by enforcing that provision.

The County makes a strong argument that the instant case falls squarely within the Manitowoc County decision. However, the Association makes an equally compelling argument that the difference here is that the Sheriff himself limited his discretion. It was not the County acting to limit the Sheriff's constitutional powers through a collective bargaining agreement, but

2/ See Caravello and Wisconsin State Employees Union (WSEU), AFSCME, Council 24, AFL-CIO v. State of Wisconsin, Dec. No. 25281-C (WERC, 1991), aff'd, (Cir.Ct., Dane Co. Dec. No. 25281-D, 12/1992).

the Sheriff himself who bargained a settlement agreement that limited his discretion. This precise issue was not before the Supreme Court in Manitowoc County.

Another fact which may or may not have significance is that in Manitowoc County, the assignment was an undercover drug enforcement assignment. While the detectives in this grievance are complaining about being removed from a drug unit, the record does not show whether or not their assignments are undercover work. It may not matter. The parties did not make a full record, since they stipulated that the issue that must be reached first is the arbitrability question. Manitowoc County states that it is the nature of the job assigned by the Manitowoc County Sheriff that fell within the scope of the Sheriff's constitutionally protected powers, and that undercover detective work implicates both law enforcement and peace-preserving functions of a sheriff. However, whether one should read that decision as any broader than undercover detective work is not a matter for me to decide. As the dissent in that case noted, every aspect of a sheriff's work is related to peacekeeping, and under the majority's reasoning, it could mean that all sheriff's duties are constitutionally protected from legislative limitations and cannot be subject to collective bargaining.

There are questions not answered by the Manitowoc County decision. Does it matter who does the limitation upon the Sheriff's powers? Does it matter whether it is the legislature, a county board, a civil service service commission -- or is it the limitation itself which is unenforceable? Would a contract provision be illegal even if the Sheriff determined that he could limit his own powers of assigning detectives to a drug unit by the means of a side letter negotiated with the Union? May the Sheriff enter into a bargaining agreement with the Union and then disregard that agreement?

Whether or not the contract provisions and settlement agreement in question would be void under the Manitowoc County rationale is at least debatable. It is possible that any limitation upon the Sheriff's powers, even when done by the Sheriff, is unenforceable. It is also possible that the Manitowoc County Court was concerned about the conflict between the sheriff and the political body attempting to limit the Sheriff's constitutional powers. It is not within the arbitrator's function to interpret the Manitowoc County decision to expand or narrow its application.

It seems to the arbitrator that where the Sheriff himself bargained a memorandum of agreement with the Association which includes reference to assignment by seniority, the Sheriff should honor that bargain while it is in effect. At a minimum, the dispute should be arbitrable. This result gives force to the bargain struck, as well as enforces policies favoring collective bargaining and arbitration and resolving matters of doubt in favor of arbitration.

AWARD

The grievance is arbitrable.

I will retain jurisdiction in order to hear the merits of the grievance.

Dated at Elkhorn, Wisconsin, on December 9, 1994.

By Karen J. Mawhinney /s/
Karen J. Mawhinney, Arbitrator