BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between BARRON COUNTY DEPUTY SHERIFF'S ASSOCIATION/LOCAL 290, WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LEER DIVISION and BARRON COUNTY (SHERIFF'S DEPARTMENT)	Case 118 No. 50790 MA-8382

Appearances:

Mr. Gordon E. McQuillen, Cullen, Weston, Pines & Bach, Attorneys at Law, 20 North Carroll Street, Madison, Wisconsin 53703, appearing on behalf of Barron County Deputy Sheriff's Association/Local 290, Wisconsin Professional Police Association/LEER Division, referred to below as the Association.

Ms. Kathryn J. Prenn, Weld, Riley, Prenn & Ricci, S.C., Attorneys at Law, 715 South Barstow, Suite 111, P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, appearing on behalf of Barron County (Sheriff's Department), referred to below as the County.

ARBITRATION AWARD

The Association and the County are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration of certain disputes. The parties jointly requested that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a dispute reflected in a grievance filed on behalf of "Association President Sandy Burdick on behalf of the entire Barron County Deputy Sheriff's Association." The Commission appointed Richard B. McLaughlin, a member of its staff. Hearing on the matter was held on July 14, 1994, in Barron, Wisconsin. The hearing was not transcribed, and the parties filed briefs and reply briefs by March 24, 1995.

ISSUES

The parties stipulated the following issues for decision:

Has the County violated Article XIV of the parties'

collective bargaining agreement by not paying time and one-half for all hours worked by bargaining unit members voluntarily filling vacant shifts?

If so, what is the appropriate remedy? 1/

RELEVANT CONTRACT PROVISIONS

ARTICLE XIV - WORK SCHEDULE

Section 1. The work schedule will consist of six (6) consecutive calendar days at eight (8) hours a day, then three (3) days off, and all department meetings (traffic officers shall attend all such meetings without extra pay; dispatcher/jailers shall be eligible for extra pay only after the first two extra hours per month of such meetings), and attending a minimum of forty (40) hours per year of schooling.

Section 2. Anything over and above this work schedule shall be reimbursed at one and one-half (1 1/2) times the regular hourly rate.

. . .

Section 5. All regularly scheduled shifts will be filled with bargaining unit members if bargaining unit members are available and willing to work; they will be paid at the officer's regular rate of pay. Thereafter, shifts may be filled with reserve officers. Regular shifts of investigators, process servers and utility officer need not be filled if they are not available for work. Regularly scheduled shift work shall not be offered to individuals outside the bargaining unit unless all legally qualified deputies who sign up for extra work decline the work . . .

1/ The parties stipulated that if the Union prevails and a remedy is provided, the remedy should be bargaining unit-wide.

BACKGROUND

The grievance, dated March 11, 1994, 2/ was filed by the Association President, Sandy Burdick, "on behalf of the entire Barron County Deputy Sheriff's Association." The grievance challenges the County's refusal "to pay employees at the overtime rate for all extra shifts worked outside of the employees' regularly scheduled work hours." The grievance states the background facts thus:

> Employees got paid at the straight time rate, in violation of Article XIV, Section 2, for all extra shifts worked for the pay period ending March 4th, and paid on March 11th, 1994.

The Sheriff, Jerry Johnson, denied the grievance in a letter dated March 16, which states that "the action taken by this Department is consistent with past practices over many years past."

The parties stipulated at the hearing that the grievance affects all bargaining unit members, and that the bargaining unit was represented by Northwest United Educators from its inception until the summer of 1993, on or before August 1, 1993, at which time the Wisconsin Professional Police Association became the exclusive collective bargaining representative. The testimony and documentation submitted at hearing turned on the bargaining history and practices underlying the County's implementation of the provisions of Article XIV.

Tracing the roots of the grievance starts with the County's use of reserve officers. A reserve officer, when paid, is currently paid at roughly one-half of a regular officer's pay. The County, in the past, paid those officers an hourly rate. At no time have reserve officers been paid overtime.

Prior to 1982, the County did not consistently follow any pattern in filling vacant shifts with regular or reserve officers. Attached to the 1982 labor agreement between NUE and the County is a "LETTER OF UNDERSTANDING" which states the following:

> 1. Regularly scheduled shift work shall not be offered to individuals outside the bargaining unit unless all legally qualified deputies who sign up for extra work decline the work. A deputy who is signed up for extra work shall be

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2/ References to dates are to 1994, unless otherwise noted.

> deemed to have declined an extra work offer if the deputy could not be reached by one phone call . . .

In the collective bargaining for what became the 1985 labor agreement, the parties agreed to insert, as Article XIV, Section 6, the following provision:

> All regularly scheduled shifts will be filled with bargaining unit members if bargaining unit members are available and willing to work; they will be paid at the officer's regular rate of pay. Thereafter, shifts may be filled with reserve officers. Regular shifts of investigators and process servers need not be filled if they are not available for work. Regularly scheduled shift work shall not be offered to individuals outside the bargaining unit unless all legally qualified deputies who sign up for extra work decline the work. A deputy who is signed up for extra work shall be deemed to have declined an extra work offer if the deputy could not be reached by one phone call.

The parties' 1983-84 labor agreement did not include such a provision.

Richard Olson, the County's Chief Deputy Sheriff since 1989, was a bargaining unit member at the time Article XIV, Section 6 was added to the labor agreement. He served on the NUE bargaining team. He testified he remembered those negotiations "as well as my memory serves me." He could not recall when the unit first received a preference for filling vacant shifts, but thought it was an NUE proposal to make Section 6 a part of Article XIV. He testified the then-incumbent Sheriff adamantly opposed paying overtime for such shift work, as did the then-incumbent County Board members. Olson stated he, and other unit members, understood the volunteer shift work to be paid at straight time.

Officers fill out their own time sheets. Olson testified that he and other officers, from the implementation of Article XIV, Section 6 of the 1985 labor agreement, submitted time sheets which listed straight time for hours put in voluntarily filling vacant shifts. Overtime, Olson noted, was paid only if the Sheriff ordered a deputy to fill a vacant shift, or if an officer put in time beyond the eight hour day. Olson acknowledged he did not know why the proposal submitted by NUE referred to "regular rate of pay" instead of "straight-time pay."

Johnson was Chief Deputy Sheriff when the parties agreed to the creation of Article XIV, Section 6. He did not play a significant role in the negotiation of that provision, but he testified that the County never would have agreed to insert Section 6 into Article XIV of the 1985 labor

agreement if the provision obligated the County to pay time and one-half for the filling in of vacant shifts. The County never, Johnson noted, paid overtime for such a shift. Johnson had his staff prepare an overview of how often such payments were made. That overview was "a test of 3 payrolls per year from 1985 to 1993" for four deputies, and states the test results thus:

EXTRA SHIFT TEST
1985 TO 1993

YEAR	SANDRA BURDICK	WILLIAM DEXTER	MARK TROWBRIDGE	JOHN WAGENBACH	
1985	76	88	40	32	
1986	57	54	46		24
1987	54	57	49	57	
1988	101	88	61	60	
1989	75	88	72	40	
1990	100	80	56	56	
1991	115	72	48	48	
1992	93	128	5	120	
1993	118	96	32	80	
TOTAL	789	751	409	517	

Cumulation of hours on a test of three payrolls per employee per year.

Dexter claimed overtime for voluntarily filling a vacant shift in August of 1993. Burdick and Wagenbach began to claim overtime for such work in September of 1993. Trowbridge's first claim for such overtime came in February.

What appeared as Section 6 of Article XIV of the 1985 labor agreement was ultimately moved by the parties to Section 5 of Article XIV. Neither Section 2 nor Section 5 of Article XIV was modified in the negotiations leading to a 1994-95 labor agreement.

Gary Gravesen served as the Spokesman for the Association in its bargaining for a 1994-95 labor agreement, which was the first negotiated by the WPPA for this unit. During the course of that bargaining the Association proposed to amend Article XIV, Section 2 to read thus:

> All time worked in excess of the regularly scheduled work day or regularly scheduled work week shall be reimbursed at one and one-half (1 1/2) time the regular hourly rate. All time paid shall be considered time worked for the calculation of overtime.

The County responded by proposing to delete Section 2 and to incorporate language into the agreement to indicate the County would comply with the Fair Labor Standards Act. The negotiations were eventually mediated. During the mediation, the Association informed the mediator it wished to put the County on notice that it was repudiating any past practices concerning the payment of straight time for officers who filled vacant shifts on a voluntary basis. Johnson, who was present at these negotiations, did not dispute that the Association had voiced its desire to terminate the practice.

Further facts will be set forth in the DISCUSSION section below.

THE PARTIES' POSITIONS

The Association's Initial Brief

After a review of the evidentiary background, the Association asserts:

> This is a relatively simple case: if the relevant contractual language, as to which the parties have a dispute, is clear and unambiguous, then the Association prevails, notwithstanding that which appears to be an unbroken past practice of many years' standing.

The Association notes the "appearance" of an "unbroken past practice" reflects evidence suggesting that the interpretation advanced by the County may not reflect the mutual agreement the County asserts. Even if a practice existed, the Association contends that it repudiated the binding force of that practice.

More specifically, the Association argues that the disputed provisions of Article XIV, Section 2 cannot be considered ambiguous. The parties' use of "anything" and "shall" unequivocally fixes overtime to any hours beyond the work schedule sketched in Section 1. "Anything" is, to the Association, an "all encompassing" reference, and "shall" denies any discretion to the County to deny overtime for hours beyond the Section 1 work schedule. Even if the Side Letter is treated as a relevant consideration, the Association argues that "a plain reading of the Letter . . . reveals no . . . exception to the plain meaning of the language found in Section 2 of Article XIV."

Anticipating that the County will assert that past practice has defined a limitation to the broad scope of Section 2, the Association argues initially that the clarity of Section 2 renders

past practice irrelevant. Beyond this, the Association argues that it had, as an institution, no knowledge of the purported practice. Even if such knowledge is imputed to it, the Association argues that the limitation, because unwritten, "cannot be deemed to be a permanent agreement."

What evidence exists of bargaining history supports its position, the Association contends. Its own proposals did not affect the operative language, while the County proposed deleting Section 2 in its entirety. Contending that it both refused to accept this proposal and repudiated the past practice the County asserts here, the Association concludes the past practice is either irrelevant or non-binding.

The Association concludes by requesting an order "that all bargaining unit employees who work vacant shifts for whatever reason be paid at the overtime rate, commencing with the date of the grievance."

The County's Initial Brief

After a review of the evidentiary background, the County argues that the grievance "centers on two sections of Article XIV which seemingly contradict each other." More specifically, the County contends whatever clarity may be read into Section 2 is superseded by Section 5. Because Section 5 "deals specifically and solely with the voluntary filling of vacant shifts by officers" the County concludes "Section 5 is the controlling provision." Arbitral precedent confirms, the County contends, that "where there is conflict between specific language and general language, the specific language will govern."

The reference, in Section 5, to "regular rate of pay" is, according to the County, "clear and unambiguous and is synonymous with straight time." The dictionary meaning of the operative terms confirms this, and arbitral precedent establishes that "clear and unambiguous language must be given effect." The County also contends that reading Section 2 as the Union asserts renders Section 5 meaningless. Because its reading of Section 5 will not render Section 2 meaningless, the County concludes its reading is the more persuasive.

The County's next major line of argument is that the record demonstrates the County has a binding past practice of paying straight time to officers who volunteer to fill vacancies within regularly scheduled shifts. A review of the record indicates, to the County, that the practice was unequivocal, clearly acted upon and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. At most, the record demonstrates, according to the County, that Association represented officers did not seek overtime for the type of hours at issue here until the unit changed bargaining representatives. That this may be politically understandable does not, the County argues, make this abrupt change in the practice arbitrally meaningful.

Beyond this, the County contends that bargaining history supports its position. Noting that

the language of Section 5 came into being in the parties' 1982 labor agreement, and that prior to that agreement "the Department's practice was to fill vacant shifts with whomever was available," the County argues that its agreement to favor regular officers was purchased by NUE's willingness to accept straight time pay for those hours. The existence of such a practice was not, the County argues, significantly challenged by the Association. Nor can such a practice be repudiated as the Association contends, according to the County. Rather, the County contends that arbitral precedent establishes that the type of practice posed here, which clarifies ambiguous language, "cannot be unilaterally repudiated without an accompanying revision of the ambiguous language." No Association proposal has amended Section 5, and the County concludes that the past practice it points to remains binding.

The County concludes by requesting that "the Arbitrator dismiss this grievance in its entirety."

The Association's Reply Brief

Noting that each party points to "entirely different" contract provisions, and that their relationship might be considered to create an ambiguity, the Association concludes "that ambiguity must be resolved in favor of the Union." Doing so effects the underlying purpose of Section 2 which, the Association concludes, "undoubtedly exists to prevent the very abuse of which the Union's grievance complains."

Nor can the reference in Section 5 to a "regular rate of pay" be considered controlling. The Association notes that Section 2 refers to "regular hourly rate" and concludes that the use of two distinct references was not inadvertent and must be respected in arbitration. The Association then denies that past practice is helpful in addressing the meaning of these two references: "the fact that the County may have been doing something wrong for eight years does not now mean that the Arbitrator should make the practice right." Nor can the County's assertion that a change in bargaining representatives be considered meaningful, according to the Association. That the prior representative may not have been as vigilant as the current representative can play no role in the creation of a binding practice, and, the Association adds, the County has failed to show the current representative had any actual knowledge of the purported practice.

That the Side Letter which the County contended supports its view of Article XIV does not meaningfully do so cannot be ignored, according to the Association. Beyond this, the Association emphasizes that the issue of past practice ignores the underlying clarity of the operative contract provisions. If such practice is meaningful, the Association contends that it, no less than the County, has the power to repudiate it.

The County's Reply Brief

The County challenges the Association's contention that it did not have any knowledge of the disputed practice. More specifically, the County argues that it is apparent unit employes were aware of the practice; that it is apparent from Olson's and Johnson's testimony that the then-incumbent bargaining representative was aware of the practice; that the Association could not produce "a single example of hours paid contrary to the established practice;" and that arbitral precedent establishes that "successor unions are charged with knowledge of practices with respect to contract language administered by the employer and the predecessor union." From this it follows, the County concludes, that "the new bargaining representative does not have the authority to unilaterally dump any or all past practices established between the County and the employees."

Beyond this, the County argues that the Association "attempts to gloss over" its attempts to bargain away the known impact of Article XIV, Section 5. Association proposals were, the County asserts, more than a clarification. Noting its own unsuccessful attempt to change Section 2, the County concludes that neither party "ended up in a better position at the conclusion of the 1994-95 negotiations than they had found themselves in at the commencement of negotiations as related to Article XIV." It follows, according to the County, that the past practice must be considered to have ongoing binding force. Nor will the Association's view of the repudiation of a practice stand in light of established arbitral or Commission precedent, according to the Association.

The County's final major line of argument concerns remedy. The County puts the point thus:

> The County believes that, if the Arbitrator were to rule for the Union and to order a remedy, the remedy can only be effective from the date of ratification of the 1994-95 collective bargaining agreement. Assuming, for the sake of argument, that the Union effectively repudiated the past practice, that repudiation becomes effective with the implementation of the successor agreement.

DISCUSSION

The stipulated issue focuses on Sections 2 and 5 of Article XIV. The Association focuses on Section 2, the County focuses on Section 5. Each party contends its focus is on unambiguous language, and each disputes the appropriate role of past practice and bargaining history.

Past practice and bargaining history are interpretive guides, and there is no reason to apply an interpretive guide to unambiguous language. Thus the initial determination is whether Sections 2 and 5 are sufficiently ambiguous to require interpretation. The Association's contention that Section 2, standing alone, requires no interpretation is persuasive. Section 2, through the use of "shall," mandates time and one-half payment for "(a)nything over and above" the Section 1 "work

schedule."

The difficulty with the Association's contention is that Section 2 does not stand alone. Section 5 addresses the use of unit members who are "available and willing" to work certain "regularly scheduled shifts." Payment for such shifts is mandated, through the use of "will," at "the officer's regular rate of pay." Whether this section is unambiguous or not, it impacts the scope of Section 2. Section 1 defines "this work schedule" in Section 2, and also defines "regularly scheduled shifts" in Section 5. Sections 2 and 5 of Article XIV thus define the payment afforded for the schedule defined in Section 1. Section 5 is limited to situations in which a unit member voluntarily assumes a regularly scheduled, but vacant, shift. Even if that section is considered ambiguous, the County's contention that it mandates straight-time payment is plausible. This argument runs counter to the clear requirement of Section 2 for time and one-half for shifts worked "over and above" the Section 1 schedule. Thus, the relationship of these sections is unclear, whether the terms of each section, viewed in isolation, are unambiguous. This ambiguity warrants the use of interpretive guides.

The County contends that Section 5 specifically deals with the type of shift work questioned by the grievance and should control the more general terms of Section 2. This states an often-used interpretive guide, as does the County's contention that Sections 2 and 5 must be harmonized to assure each is given meaning. These guides are based in logic and grammar. To state their basis is not to condemn their use, but in my opinion the most persuasive guides for the resolution of contractual ambiguity are based on the parties' conduct. Past practice and bargaining history thus are the preeminent interpretive guides since each focuses on the conduct of the parties whose agreement is the source and the goal of contract interpretation.

In this case, bargaining history and past practice are intertwined. The parties dispute the significance of proposals made during bargaining for their 1994-95 agreement, but that evidence is unhelpful in addressing the grievance. The proposals made and withdrawn by each party addressed, but did not resolve, the underlying tension between Sections 2 and 5 of Article XIV. That tension precedes the Association's negotiation of the 1994-95 agreement, and the evidence of past practice and bargaining history which is determinative here predates the Association's assumption of the role of majority representative for the bargaining unit.

In sum, bargaining for a 1994-95 agreement did not resolve the uncertainty in the relationship between Sections 2 and 5. Each party's withdrawal of its proposal on Section 2 left them in the position they occupied prior to that bargaining, with the exception of the Association's repudiation of past practices. That repudiation must be considered in evaluating the remaining evidence of past practice and bargaining history, but serves as the preface to the evaluation since the parties dispute whether the practice could be unilaterally repudiated.

The practice posed here cannot be meaningfully separated from the creation of what now appears as Article XIV, Section 5, and reflects a common understanding which is incorporated into the terms of that section. Olson's testimony on the creation of Section 5 stands unrebutted. That section was created to codify a preference for regular officers over reserve officers while not

increasing County overtime payments. That Olson's memory was less than crystal-clear reflects no more than the passage of time. That his current interest in the interpretation of the section may color his view of the past does not undercut the underlying consistency of his recall. Each side benefitted from the proposal he ascribed to the NUE. Regular officers codified a preference for their use over reserve officers, and the County retained a flexibility to fill shifts at straight time. Any doubt regarding whether this was the trade-off is resolved in the conduct of the parties following the creation of Article XIV, Section 6 of the 1985 labor agreement. Olson and other officers filling out time sheets for vacant shifts assumed on a voluntary basis requested straight time from the implementation of the 1985 agreement through August of 1993.

The essence of the binding force of a past practice is the agreement manifested by the parties' conduct. How to determine the presence of such agreement has been variously stated, but the evidence adduced in this case indicates a common understanding between the contracting parties. That Olson was a member of the NUE bargaining team and requested straight time following the implementation of the 1985 labor agreement is a significant point. That his interests may have changed since then cannot obscure that no other officer sought overtime for this shift work between 1985 and 1993. Beyond this, Johnson's survey shows a level of hours put in at straight time which cannot persuasively be dismissed as inadvertent. Nor is there any persuasive evidence of inconsistency in this practice. Time sheets presuming straight time were consistently filed until the summer of 1993. The Association points out that it never indicated assent to this understanding, but this cannot obscure that the contracting parties from 1985 through 1993 manifested, by conduct, a common understanding. Section 5 survived the change in majority representatives, and the history of that section survived with it. Contract language is created for, and must be interpreted to provide, a stability beyond the identity of individual bargainers.

The bargaining history and practice surrounding Section 5 thus establish that it specifically limits the broad scope of Section 2. Its reference to "regular rate of pay" must be interpreted as straight time pay. The issue now becomes whether the Association effectively repudiated this practice. The evidence establishes that the Association noted its repudiation of the practice during a mediation, and that the County understood the Association had done so. The issue is, then, not whether a repudiation occurred, but whether that repudiation voided the binding force of the practice.

The binding force of a past practice is dependent on the purpose the practice is cited for. It is generally recognized that evidence of past practice may be considered for the following purposes: (1) to provide the basis of rules governing matters not included in the written contract; (2) to indicate the proper interpretation of ambiguous contract language; or (3) to support allegations that clear language of the written contract has been amended by mutual action or

agreement. 3/ In this case, the practice involved is a guide to the interpretation of the terms of Article XIV, Section 5 as those terms relate to Article XIV, Section 2.

3/ For a general discussion, see Elkouri and Elkouri, How Arbitration Works (BNA, Fourth Edition, 1985), at 437-456; cf. Hill & Sinicropi, Management Rights, (BNA, 1986) at 38-54.

Thus, the practice the Association sought to repudiate in the bargaining for a 1994-95 labor agreement is one guiding the interpretation of contractual ambiguity. The most persuasive account I have found regarding the repudiation of a past practice is that of Richard Mittenthal, from a paper entitled "Past Practice and the Administration of Collective Bargaining Agreements": 4/

> Once the parties become bound by a practice, they may wonder how long it will be binding and how it can be terminated.
>
> Consider first a practice which is, apart from any basis in the agreement, an enforceable condition of employment on the theory that the agreement subsumes the continuance of existing conditions. Such a practice cannot be unilaterally changed during the life of the agreement. For . . . if a practice is not discussed during negotiations most of us are likely to infer that the agreement was executed on the assumption that the practice would remain in effect.
>
> The inference is based largely on the parties' acquiescence in the practice. If either side should, during the negotiation of a later agreement, object to the continuance of this practice, it could not be inferred from the signing of a new agreement that the parties intended the practice to remain in force. Without their acquiescence, the practice would no longer be a binding condition of employment. In face of a timely repudiation of a practice by one party, the other must have the practice written into the agreement if it is to continue to be binding.
>
> Consider next a well-established practice which serves to clarify some ambiguity in the agreement. Because the practice is essential to an understanding of the ambiguous provision, it becomes in effect a part of the provision. As such it will be binding for the life of the agreement. And the mere repudiation of the practice by one side during the negotiation of a new agreement, unless accompanied by a revision of the ambiguous language, would not be significant. For the repudiation alone would not change the meaning of the

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4/ Proceedings of the 14th Annual Meeting of National Academy of Arbitrators, at 30-58 (BNA Books, 1961), cited in Lincoln County, MA-5783 (McLaughlin, 12/89); Jackson County, MA-7525 (McLaughlin, 4/93); and Rock County, MA-7998 (McLaughlin, 3/94).

> ambiguous provision and hence would not detract from the effectiveness of the practice.
>
> It is a well-settled principle that where past practice has established a meaning for language that is subsequently used in an agreement, the language will be presumed to have the meaning given it by practice. Thus, this kind of practice can only be terminated by mutual agreement, that is, by the parties rewriting the ambiguous provision to supersede the practice, by eliminating the provision entirely, etc. 5/

In this case, the creation of Section 6 of Article XIV in the 1985 labor agreement reflected a trade-off which presumed the payment of straight time as a regular officer's "regular rate of pay" for voluntarily filling a vacant shift. Consistent practice from the implementation of the 1985 agreement through 1993 verifies that the preference for filling vacant shifts with regular officers presumed the payment of straight time. Those terms have survived, unmodified, in Article XIV, Section 5 of the agreement governing this grievance. Because the practice clarifies an ambiguity in the relationship of Sections 2 and 5, that practice cannot be eliminated without mutual agreement. The parties chose to leave Sections 2 and 5 unaltered, thus making the Association's repudiation of the practice a unilateral act. As a unilateral act, the attempted repudiation did not void the binding force of the practice. The terms of Section 5 were bargained into the contract, and their understood effect must be bargained out.

In sum, based on the terms of Article XIV, Section 5, the County was not obligated to pay overtime for the hours in dispute. The denial of overtime payment for those hours did not, therefore, violate the labor agreement.

AWARD

The County has not violated Article XIV of the parties' collective bargaining agreement by not paying time and one-half for all hours worked by bargaining unit members voluntarily filling vacant shifts.

The grievance is, therefore, denied.

Dated at Madison, Wisconsin, this 5th day of June, 1995.

5/ Ibid., at 56.

By Richard B. McLaughlin /s/
Richard B. McLaughlin, Arbitrator