BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MARINETTE COUNTY COURTHOUSE EMPLOYEES, LOCAL 1752, AMERICAL FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

and

MARINETTE COUNTY (WISCONSIN)

Case 178
No. 59141
MA-11193

(Retroactive Pay and Placement Grievance dated June 14, 2000)

Appearances:

Mr. David A. Campshure, Staff Representative, AFSCME Council 40, 1566 Lynwood Lane, Green Bay, WI 54311, appearing on behalf of the Union.

Mr. James A. Morrison, Acting Corporation Counsel, 1926 Hall Avenue, Marinette, WI 54143-1717, appearing on behalf of the County.

ARBITRATION AWARD

At the joint request of the parties, the Wisconsin Employment Relations Commission designated the undersigned, Marshall L. Gratz, as arbitrator to hear and decide a dispute concerning the above-noted grievance under the parties' 1998-2000 Agreement (Agreement).

Pursuant to notice, the grievance dispute was heard at the Courthouse in Marinette, Wisconsin, on January 18, 2001. The proceedings were not transcribed; however, the parties authorized the Arbitrator to maintain an audio tape recording of the evidence and arguments for the Arbitrator's exclusive use in award preparation. The parties each submitted an initial brief, and the Union submitted a reply brief the transmittal of which was completed on March 26, 2001, marking the close of the hearing.

ISSUES

At the hearing, the parties agreed that the ISSUES for determination in this matter are as follows:

1. Did the County violate the Agreement, following finalization of the Group B job study on or about March 28, 2000,

   a. by its failure to treat Cheryl Roggendorf as having been placed at the 24-month Dispatcher rate effective January 2, 2000, and as eligible for the 36-month Dispatcher rate effective January 2, 2001; and/or

   b. by its failure to treat Frances Skuja as having been placed at the Social Services Intake Aide 36-month rate effective June 21, 1999?

2. If so, what is the remedy?

PERTINENT AGREEMENT PROVISIONS

APPENDIX B
RULES FOR THE ADMINISTRATION OF THE
CLASSIFICATION AND COMPENSATION PLAN

The authorized pay ranges shall be interpreted and applied as follows:

1. a) **Initial Employment** . . . .

   b) **Probationary** . . . .

   c) **Successful Bidders**: All successful bidders shall serve a sixty (60) day trial period. During this trial period, the employee shall have the opportunity to revert back to his/her former classification, or if the employee is deemed unsatisfactory in the new position, he/she may be returned to his/her former position at any time during this period by the Employer.

   No Employee shall be paid more than the top rate for the position to which they have bid. Placement in the new pay range and movement through any remaining months-steps shall be as follows:

   Downward Posting: . . . .

Lateral Posting: Employees posting to a different position within the same pay range shall be placed at the same months-step and shall retain previous accumulated time for pay range step movement.

Upward Posting: Employees posting to a position in a higher pay range shall be placed at the months-step in the new range that provides an increase of no less than three percent (3.0%). Thereafter, they shall move in accordance with Appendix "A" based upon the date they entered the new position, time in the previous position will not be considered.

PERTINENT LETTER OF AGREEMENT PROVISIONS

The Job Evaluation Study shall be implemented for all Group B positions as follows:

All Group B employees shall be placed on the Group A salary schedule based on the final Job Evaluation Point Total for their position. Placement will be retroactive to July 1, 1998, for all paid hours including overtime, with employees being placed at the appropriate months-step in the 1998 wage schedule based on months of service in their position at that time. Employees will then progress through any remaining months-steps based on additional months of service in their position. Back pay will be calculated as the difference between the Group B hourly rate each employee received and the Group A hourly rate for their position and months in position on the wage schedules in effect on January 1, 1998, January 1, 1999, June 27, 1999, and January 1, 2000.

Employees who held a Group B position after July 1, 1998, who posted into Group A position after that date shall be entitled to retroactive wages. Group B employees shall not be entitled to any retroactive wages.

Any Group B employees whose Group B wage rate exceeds the wage rate on the Group A wage schedule shall be red-circled. Consistent with past and current practice, red-circled employees will have their hourly rate frozen until such time as the hourly rate for the appropriate pay range catches up. In lieu of any negotiated across-the-board increases, red-circled employees shall receive a lump sum payment equal to the across-the-board percentage increase applied to their frozen hourly rate.

Effective with this Letter of Understanding, the Group B wage schedule contained in the parties' Agreement shall be null and void. Appendix A of the

Agreement, Group A Classification by Pay Range, shall be updated to include the Group B positions and attached hereto.

BACKGROUND

The Union represents the County's non-supervisory Courthouse and related personnel. The County and Union have been parties to a series of collective bargaining agreements including the Agreement which covers calendar years 1998-2000.

When it was initially agreed upon, the Agreement divided the bargaining unit classifications into GROUPS A and B for pay plan purposes. Each of the classifications in GROUP A was assigned to one of the pay ranges, A-N. For each of those ranges, the wage appendix listed a number of evaluation points (based on a previously completed job study) and wage rates for START, 6-months, 12-months, 24-months and 36-months. The classifications in GROUP B were categorized as either "35 hour per week positions" or "40 hour per week positions", and the wage appendix listed wage rates for START, 6 months and 18 months for each GROUP B classification. The Agreement wage appendix contained five schedules for GROUP A and five schedules for GROUP B, with each set of five schedules reflecting general increases effective on January 1, 1998, January 1, 1999, June 27, 1999, January 1, 2000 and June 25, 2000.

On or about March 28, 2000, the County Board and Union membership ratified an agreement that was ultimately reduced to writing in the form of the Letter of Agreement quoted above. That agreement related to implementation of the results of a job evaluation study of GROUP B jobs that had been in process for several years. Each Group B classification was assigned to a GROUP A pay range commensurate with the number of points the classification received as a result of the study, and the Letter of Agreement detailed the method by which the updated Group A rate schedules would become applicable to current and former holders of Group B positions. Although the parties have not yet signed the Letter of Agreement, it is undisputed that its terms constitute an amendment of the Agreement that is binding on both parties.

After the implementation agreement was reduced to writing in the Letter of Agreement, the County produced for each affected employee a memorandum identifying the wage schedule placement and the amount of retroactive wages that the County intended to pay the employee pursuant to the implementation agreement, detailing how that amount was calculated, and directing the employees to communicate any objections to their proposed retroactive payment amount within two weeks. Several objections were received, and all but two were resolved. The parties ultimately agreed that the County would cut the checks to all affected employees, including the two with unresolved objections, and that those two objections would be addressed through the Agreement grievance procedure.

Accordingly, on June 14, 2000, a grievance was filed by the Grievants, Cheryl Roggendorf and Frances Skuja, asserting that the "[e]mployees did not receive the correct amount of retroactive pay [and were] not placed in the correct month-step in pay scale." The grievance asserted that the County had thereby committed a violation of Agreement "Appendix B Number 1(c) and any other articles that may apply." By way of remedy, the grievance requested that the County "make the employees whole." The grievance was variously denied by the County on the grounds that the additional compensation elements requested by the Grievants "are above and beyond what was originally bargained."

The grievance was ultimately submitted to arbitration as noted above. At the hearing, the parties submitted various documentary evidence. In addition, the Union presented testimony from the Grievants and from Local 1752 president Mary Scoon, and the County presented testimony from Human Resources Director Jennifer Falk.

The facts giving rise to the grievance are not disputed.

Grievant Roggendorf began her County employment as a Civilian Corrections Officer (CCO) (a GROUP B classification) on August 25, 1997. She thereafter successfully bid for a posted Dispatcher position (a GROUP A classification) in which she began working on January 2, 2000. Accordingly, as of that date she was moved from the Civilian Corrections Officer 18-month rate of $13.28 to the Dispatcher START rate of $14.48. After 6 and 12 months as a Dispatcher, she was advanced to the Dispatcher 6- and 12-month rates, respectively. Grievant's former GROUP B CCO position was upgraded as a result of the study. The County's disputed implementation as regards Roggendorf paid her retroactive wages equal to the difference between what she received for her work as a Civilian Corrections Officer from July 1, 1998 through January 1, 2000, and what she would have received for that work under the updated GROUP A schedules.

Grievant Roggendorf's objection to the Class B job study implementation reads, in pertinent part, as follows:

> This is in regards to the retroactive pay scale, I feel that I should receive retroactive pay from January 1, 2000 to present. This pay raise should have been put into effect before January 1, 2000. Therefore, had it been taken care of in a timely manner, I would have been making $15.36 in the jail on January 1, 2000 when I transferred to dispatch. Consequently, I should have started in dispatch at the next pay level, which would have been $15.47 [corrected at the hearing to $15.97]. However, that did not happen, I started at the lowest pay in dispatch, because at the time it was more than I was making in the jail. Furthermore, when the raise went through this past month, I would have been making $15.36 in the jail, which is currently, more than I am making in dispatch. I do not understand how I can be penalized for taking a higher rated and more demanding job and be paid less money. When I transferred to

dispatch, I was under the impression that the raise would affect me working in dispatch. Had I known that this would happen and I would make less money doing a job rated higher than a correctional officer, I would have stayed working in the jail.

Regarding this matter, I feel I should make $15.47 [corrected at hearing to 15.97] an hour and not $14.48 and be paid the $0.99 difference an hour since I began in January 2000.

Grievant Skuja began her County employment as a Nurse Aide on March 3, 1977. Nurse Aide was a GROUP B classification listed as one of the "35 hour per week positions" in GROUP B. Grievant Skuja successfully bid for a posted position as a full-time Social Services Aide position (a GROUP A classification) in which she began working on June 21, 1999. Accordingly, as of that date she was moved from the Nurse Aide 18-month rate of $9.67 to the Social Services Aide (Range G) START rate of $10.69. Skuja's former Group B Nurse Aide position was upgraded (and retitled as Public Health Technician) as a result of the study. The County's disputed implementation as regards Skuja paid her retroactive wages equal to the difference between what she in fact received for her work as a Nurse Aide from July 1, 1998 through June 20, 1999, and what she would have received for that work under the updated GROUP A schedules ratified on or about March 28, 2000.

Grievant Skuja's objection to the Class B job study implementation reads, in pertinent part, as follows:

I was in the Class B for 20+ years -- top of the scale for that category.

In June '99, I was able to get the Intake Worker position for HSD. This raised me to the "G" group but at the starting rate.

Now, the other position is now raised to the "G" group at the full rate as it was retroactively reclassified.

I had that position for 20+ years. [Three times], in detail, [I] filled out the job study papers. One of the last things I did in my last month there -- was to come to the Courthouse and meet with you [HR Director Falk] and a couple others about that job description, so that it would be reclassified. The reasons I left that position in part was because I was told it would never go full time and this one was a higher salary. That position did go full time approx. a month or so after I left and now it got raised to group "G" at a higher rate of pay and I would have to work another 2 years to get what my replacement got automatically.

> I do like the intake position and am not sorry I took it however the pay rate should not be starting at the bottom when the group is now the same and I have been working twice the number of years as the girl who has it now, and I am at the bottom and she was automatically moved straight to the top.

Additional factual background is provided in the summaries of the parties' positions and in the discussion, below.

POSITIONS OF THE PARTIES

The Union

The Letter of Agreement was agreed upon in the context of a series of delays in the completion and implementation of the job study as regards GROUP B positions. The parties initially agreed to conduct a job study of all bargaining unit positions in 1990. The study was complete in 1992, but, due to cost considerations was implemented for only certain positions. The primarily clerical positions for which the study was implemented were referred to as GROUP A, and the generally technical positions for which the study was not implemented were referred to as Group B. During the negotiations leading to the Agreement covering 1998-2000, the parties agreed that the job study would be updated and implemented for all Group B positions in order to place them in the Group A wage schedule.

The original timetable called for the study to be updated in late summer 1998 and implemented that fall. Delays occurred due to the departure of the County Administrator, followed by the Human Resources Director, and due to the County's informing the Union in May of 1999 that it would not use the third party who conducted the original study to update the study. The parties agreed at that time that the parties would jointly update and implement the study without use of an outside third party, with the understanding that the Union would be seeking retroactive pay adjustments due to the delays. After the parties completed updating the study by October of 1999, they exchanged proposals concerning how to implement the results. A County proposal dated March 21, 2000 proposed "full retroactive pay, including overtime, from July 1, 1998 to present day," and that proposal was ratified by the Union membership and the County Board on March 28, 2000. The Union then faxed a draft of a Letter of Understanding detailing the terms of the implementation to the County on March 30, 2000, which the parties agree reflects what was agreed upon between them regarding implementation of the study.

But for the lengthy delays of the study process caused by the County, the job evaluation study would have been completed before the Grievants had occasion to post to their new positions. The Grievants' rates at the time they posted would then have been increased in accordance with the job study results, entitling them to be paid at higher rates when they moved to their new positions.

One purpose of the Letter of Agreement was to provide retroactive placement and pay to affected employees so that they did not suffer losses due to the lengthy delays caused by the County. The County's placements and back pay calculations deprive the Grievants of the benefit of retroactive application of the Appendix B provisions regarding rates payable in cases of "Upward Posting" and "Lateral Posting," respectively, and thereby deny the Grievants part of the protection afforded them by the Letter of Agreement.

The Letter of Agreement is a modification and extension of the Agreement. As such the two documents must be read together as a whole. The first substantive paragraph of the Letter of Agreement requires the County to place the Grievants on the Group A schedule retroactive to July 1, 1998. The County was therefore bound to treat the Grievants as if they actually were on the Group A schedule as a CCO and Public Health Technician (formerly Nurse Aide), respectively, effective on July 1, 1998. Therefore, when they posted into other positions after July 1, 1998, the Grievants were entitled to the benefit of the Agreement language regarding placement in the schedule following posting. In Roggendorf's case, the language in Appendix B of the Agreement concerning Upward Posting was applicable. In Skuja's case, the provision in Appendix B concerning Lateral Posting was relevant. Only then could the County properly calculate the Grievants' retroactive and prospective pay entitlements.

Placing Grievant Roggendorf retroactive to July 1, 1998 "at the appropriate months-step in the 1998 wage schedule based on months of service in their position at that time" would put her at the Range L 6-month rate on July 1, 1998 and therefore at the Range L 12-month rate on August 25, 1998 and the Range L 24-month rate on August 25, 1999, giving her a January 1, 2000 rate of $15.36. Because her move to Dispatcher on January 2, 2000, was "to a position in a higher pay range," the Appendix B 1.c. "Upward Posting" paragraph entitles her to be placed retroactive to January 2, 2000 "at the months-step in the new range that provides an increase of no less than three percent (3.0%)." Her January 2, 2000 rate should therefore have been adjusted retroactively to the Range M 24-month rate of $15.97, rather the Range M START rate of $14.48 used by the County. As further provided in the "Upward Posting" paragraph of Appendix B, Roggendorf was then entitled to move to the Range M 36-month rate on January 2, 2001, rather than to the Range M 6-months rate on July 2, 2000 and to the Range M 12-months rate on January 2, 2001 and to the Range M 36-months rate on January 2, 2002 applied by the County.

Placing Grievant Skuja retroactive to July 1, 1998 "at the appropriate months-step in the 1998 wage schedule based on months of service in their position at that time" would put her at the Nurse Aide Range G 36-month rate from July 1, 1998 through June 20, 1999. Because her move from the Nurse Aide Range G 36-month rate to Social Services Aide on June 21, 1999, was "to a different position within the same pay range", the Appendix B 1.c. "Lateral Posting" paragraph entitles her to be placed retroactive to June 21, 1999 "at the same months-step and [to] retain previous accumulated time for pay range step movement." Her June 21, 1999 rate should therefore have been adjusted retroactively to the Range G 36-month

rate of $12.15, rather than being left at the Range G START rate of $10.69 used by the County. As further provided in the "Lateral Posting" paragraph of Appendix B, Skuja should have been paid retroactively and prospectively at the Range M 36-month rate on and after January 2, 2000, rather being paid -- as the County would have her paid -- beginning at the Range G START rate and advancing through the Range G 6-month, 12-month and 24-month rates before reaching the 36-month rate on January 2, 2003.

The Grievants are not asking for the "best of both worlds," as the County asserts. For all intents and purposes the Letter of Agreement places their former positions in the Group A wage schedule as of July 1, 1998. They are merely seeking to have the applicable language of Appendix B, Section 1.c. applied on that basis.

The Arbitrator should order the County to remedy those violations by paying the Grievants the difference between what they have been paid to date and what the Union contends, above, that they should have been paid. The Union also requests that the Arbitrator retain jurisdiction for a period of time to resolve any disputes that may arise between the parties concerning the meaning and application of the Arbitrator's remedy.

The County

The grievance seeks the best of both worlds for the Grievants: the various advantages of posting to GROUP A positions when they did, plus the advantages they would have enjoyed had they not posted to those positions until after the Letter of Agreement was agreed upon and implemented. The parties could have agreed that employees in the Grievants' situation would be entitled to the additional compensation at issue in this case, but they did not so agree. The grievance should therefore be denied in all respects.

The Letter of Agreement reflects no explicit or implicit agreement that the "Upward Posting" and "Lateral Posting" paragraphs in 1.c. of Appendix B would be applied retroactively to former Group B employees. The Letter of Agreement provides only that the County was required to provide the Grievants with "retroactive wages" calculated by placing the Grievants "at the appropriate months-step in the 1998 wage schedule based on months of service in their position at that time" and then computing their retroactive pay based on "the difference between the Group B hourly rate each employee received and the Group A hourly rate for their position and months in position on the wage schedules in effect on January 1, 1998, January 1, 1999, June 27, 1999, and January 1, 2000." The County has fully complied with those requirements.

Roggendorf chose to post to a higher paying job before the study results were implemented. Consistent with the "Upward Posting" requirements of 1.c. of Appendix B, she was "placed at the months-step in the new range that provides an increase of no less than three percent (3.0%)," and she has been moved thereafter "in accordance with Appendix 'A' based

upon the date [she] entered the new position, [with] time in the previous position not [being] considered." It is undisputed that no one in management told Roggendorf that she would receive the more favorable treatment she is requesting in this case.

When Skuja successfully bid for a different position, she chose to post from what was then one of the GROUP B "35 hour per week positions" to a full-time GROUP A position. She testified that she did so at least in part to avoid the then extant risk that her old job would be eliminated. While the job was not, ultimately, eliminated, Grievant nonetheless enjoyed the benefit of avoiding that risk by moving to a different position. Consistent with the "Upward Posting" requirements of 1.c. of Appendix B, she was "placed at the months-step in the new range that provides an increase of no less than three percent (3.0%)," and she has been moved thereafter "in accordance with Appendix 'A' based upon the date [she] entered the new position, [with] time in the previous position not [being] considered." It is undisputed that no one in management told Skuja that she would receive the more favorable treatment she is requesting in this case.

The language of the Letter of Agreement makes it clear that the parties were aware that there were "[e]mployees who held a Group B position after July 1, 1998, who posted into Group A position after that date." With regard to such employees, the parties Letter of Agreement provided only that they, "shall be entitled to retroactive wages," not that they shall also be entitled to retroactive application of section 1.c. of Appendix B.

To the same effect, the bargaining history evidence shows that the County clearly communicated to the Union during the time of this negotiation that the employees' wages would be protected, not positions or time in grade. There was no discussion regarding retroactive application of section 1.c. of Appendix B for employees in the Grievants' situation.

Because the grievance asks for more than the Union and County agreed upon in the Agreement as modified by the Letter of Agreement and in their discussions leading up to that agreement, the grievance must be denied in all respects.

DISCUSSION

ISSUE 1 turns on what the parties intended the Letter of Agreement and Agreement to provide for "[e]mployees who held a Group B position after July 1, 1998, who posted into a Group A position after that date."

The County asserts that the parties intended to provide such employees only with retroactive wages equal to the difference between what they were paid for Group B position work performed from July 1, 1998 until they posted into a Group A position and what they would have been paid for that work had the updated Group A schedules been applicable to their former positions when that work was performed. In effect, the Union asserts that the

parties intended to provide such employees with retroactive and prospective wage adjustments so that they are placed and paid as if the updated Group A schedules had been applicable to them at all times on and after July 1, 1998 including at the time they posted into a Group A position.

The language of the Letter of Agreement firmly supports the County's interpretation.

The first sentence of the first substantive paragraph of the Letter of Agreement provides that "[a]ll Group B employees shall be placed on the Group A salary schedule based on the final Job Evaluation Point Total for their position." That agreement to place Group B employees on the Group A salary schedule resulted in least some Group B employees receiving prospective wage adjustments as well as retroactive wages. However, the Grievants and any other "[e]mployees who held a Group B position after July 1, 1998, who posted into a Group A position after that date" were not Group B employees at the time the Letter of Agreement was ratified and implemented. Rather, they were Group A employees by that time. Therefore, the first sentence of the first substantive paragraph of the Letter of Agreement does not support the conclusion that the parties intended that employees in the Grievants' circumstances would be entitled to prospective wage adjustments in addition to retroactive wages.

The last sentence of that first substantive paragraph of the Letter of Agreement provides that "[b]ack pay will be calculated as the difference between the Group B hourly rate each employee received and the Group A hourly rate for their positions and months in position on the wage schedules in effect on January 1, 1998, January 1, 1999, June 27, 1999, and January 1, 2000." The parties use of the phrase "the Group B hourly rate each employee received" rather than, "the hourly rate each employee received" strongly indicates that the parties intended the Letter of Agreement to provide retroactive wages covering only work performed in a Group B position and not work performed in a Group A position.

The first sentence of the second substantive paragraph of the Letter of Agreement specifies that "[e]mployees who held a Group B position after July 1, 1998, who posted into [a] Group A position after that date shall be entitled to retroactive wages." Unlike the first sentence of the preceding paragraph, it does not provide that such employees "shall be placed on the Group A salary schedule," consistent with the fact that all such employees would already be on the Group A salary schedule when the Letter of Agreement was agreed upon. It also does not provide that such employees shall be entitled to a retroactive reapplication of the Appendix B.1.c. provisions governing "Upward Posting" and "Lateral Posting. Nor does it provide in any other way that such employees shall be entitled to prospective wage adjustments in addition to retroactive wages.

Because the Union, in effect, interprets the Letter of Agreement as providing the Grievants with retroactive wages including pay for time worked in the Group A positions to which they posted, and with prospective as well as retroactive wage adjustments, the Union's proposed interpretation is rejected as inconsistent with the language of the Letter of Agreement.

In contrast, the County's interpretation and application is fully consistent with the language of the Letter of Agreement. The County has provided the Grievants with "retroactive wages" covering "all paid hours including overtime" during only that portion of the period from July 1, 1998 through March 28, 2000 during which the Grievants were receiving a Group B hourly rate. The County has determined "the Group A hourly rate for [the Grievants'] position[s]" based on what the Grievants would have received had they been placed "at the appropriate months-step in the 1998 wage schedule based on months of service in their position at that time [July 1, 1998]." And the County has calculated the Grievants' retroactive pay based on "the difference between the Group B hourly rate each employee received and the Group A hourly rate for their position and months in position on the wage schedules in effect on January 1, 1998, January 1, 1999, June 27, 1999, and January 1, 2000."

The County's actions at issue in this case are also fully consistent with section 1.c. of Agreement Appendix B. The County adjusted each Grievant's pay rate as prescribed in the "Upward Posting" paragraph at the time such adjustment was called for in that paragraph, which was when the employee posted to a position in a higher pay range. As noted above, the language of the Letter of Agreement does not support the Union's contention that the parties mutually intended the County to retroactively reapply section 1.c. of Appendix B as a part of the implementation of the results of the Group B job evaluation study.

It follows that the County has not been shown to have violated the Agreement (as amended by the Letter of Agreement), by the manner in which it applied the Letter of Agreement and the Agreement to the Grievants. Accordingly, the answer to ISSUE 1 is no, and no consideration of remedy is necessary or appropriate.

The Grievants' objections to the manner in which the County applied the Letter of Agreement to them are quite understandable in the circumstances. However, the Agreement and Letter of Agreement language agreed upon by the parties simply do not provide for the additional compensation to which they believe they are entitled.

DECISION AND AWARD

For the foregoing reasons and based on the record as a whole, it is the decision and award of the Arbitrator on the ISSUES noted above that:

1. No. The County did not violate the Agreement, following the finalization of the Group B job study on or about March 28, 2000, by its failure

    a. to treat Cheryl Roggendorf as having been placed at the 24-month Dispatcher rate effective January 2, 2000 and as eligible for the 36-month Dispatcher rate effective January 2, 2001; and/or

b. to treat Francis Skuja as having been placed at the Social Services Intake Aide 36-month rate effective June 21, 1999.

2. No consideration of remedy is necessary or appropriate, and the subject grievance is denied.

Dated at Shorewood, Wisconsin this 24th day of April, 2001.

Marshall L. Gratz /s/
Marshall L. Gratz, Arbitrator

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