

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

BURNETT COUNTY LAW ENFORCEMENT ASSOCIATION,
represented by
THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW
ENFORCEMENT EMPLOYEE RELATIONS DIVISION
(WPPA/LEER)

and

BURNETT COUNTY, WISCONSIN

Case 86
No. 60786
MA-11721

Appearances:

Mr. Robert E. West, Consultant to WPPA/LEER, 340 Coyier Lane, Madison, Wisconsin 53713, appearing on behalf of Burnett County Law Enforcement Association, represented by The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER), referred to below as the Association, or as the Union.

Ms. Kathryn J. Prenz, Weld, Riley, Prenz & Ricci, S.C., Attorneys at Law, 3624 Oakwood Hills Parkway, P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, appearing on behalf of Burnett County, Wisconsin, referred to below as the County, or as the Employer.

ARBITRATION AWARD

The Union 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 Richard B. McLaughlin, a member of its staff, to serve as an Arbitrator to resolve grievance 00-392, filed on behalf of Chad Halvorson, who is referred to below as the Grievant. The parties agreed that they wanted a determination whether the grievance

was arbitrable prior to a determination, if any, of the merit of the grievance. Hearing on the issue of arbitrability was held on May 24, 2002, in Siren, Wisconsin. No transcript of the hearing was prepared. The parties filed briefs and reply briefs by July 17, 2002.

ISSUES

The parties stipulated the following issue for decision:

Is the grievance filed by the Union on behalf of the Grievant substantively arbitrable?

RELEVANT CONTRACT PROVISIONS

ARTICLE III – MANAGEMENT RIGHTS

Section 3.01: The County possesses the sole right to operate the Law Enforcement Department and all management rights repose in it, subject to the provisions of this Contract and applicable laws. These rights include the following:

- D. To relieve employees from their duties because of lack of work, lack of funds, or other legitimate reasons . . .

The reasonableness of County action taken pursuant to this Article is subject to the grievance procedure.

. . .

ARTICLE V – PROBATIONARY PERIOD

Section 5.01: The probationary period for all employees in the bargaining unit shall be one (1) year. Continued employment beyond the probationary period shall be evidence that the employee has satisfactorily completed his/her probation and has become a regular employee of the Department. If the employee's work has not been satisfactory, reasons should be given, in writing, to the person affected as to why he/she has not been accepted.

Section 5.02: Upon satisfactory completion of the probationary period, employees shall receive all rights and privileges under this working Agreement, computed from their starting date of employment, and; may be disciplined or discharged for just cause only, with full recourse through the grievance procedure of the Agreement.

...

ARTICLE X – GRIEVANCE PROCEDURE

Section 10.01: A grievance is defined as any difference or dispute regarding the interpretation, application or enforcement of the terms of this Agreement.

...

Section 10.02: . . . The arbitrator shall neither add to nor detract from nor modify the language in this Agreement in arriving at a determination of any issue presented to him/her.

Section 10.03: Where the subject of a grievance is a discharge, the parties agree to start at Step 2 of this Article, bypassing Step 1. . . .

ARTICLE XVIII – DISCIPLINE

Section 18.01: The parties recognize the authority of the Employer to initiate disciplinary action against the employees for just cause.

Section 18.02: The Employer recognizes the principle of progressive discipline when applicable to the nature of the misconduct giving rise to disciplinary action.

Section 18.03: Any employee shall be entitled to appeal any disciplinary action taken through the grievance procedure.

BACKGROUND

The Association filed Grievance No. 01-521 on behalf of the Grievant on December 14, 2001 (references to dates are to 2001, unless otherwise noted). The grievance form cites Articles III, V and XVIII as the governing provisions, and alleges that the Grievant “was terminated without ‘just cause’”, adding that the “Sheriff was arbitrary and capricious in his decision to terminate without cause.” Myron Schuster, the County Administrator/Human Resources Director, responded to the grievance in a letter dated December 18, 2001, which states:

. . .

(The Grievant) was terminated prior to the expiration of his extended probationary period. The probation extension had been agreed to by all parties . . . Therefore, (the Grievant) does not have any recourse through the Grievance Procedure of the Agreement.

. . .

This position prompted the discussions that led to the parties' agreement to submit the issue noted above to arbitration.

The "probation extension" referred to in Schuster's letter reads thus:

LETTER OF AGREEMENT
BETWEEN
BURNETT COUNTY
AND
THE BURNETT COUNTY LAW ENFORCEMENT ASSOCIATION
(WPPA/LEER)

Based upon discussions, the parties agree to the following:

1. The probationary period for (the Grievant) shall be extended for six (6) months beginning June 21st, 2001 and ending December 21st, 2001.
2. (The Grievant) shall be permitted to utilize accumulated vacation and sick leave following completion of twelve (12) months of employment (June 20th, 2001).
3. During the probationary period extension, (the Grievant) shall have periodic reviews with the Chief Deputy and Sheriff to identify performance deficiencies, establish required performance objectives and review performance progress.
4. This Agreement shall be for this case and this case only and shall not be deemed a precedent setting matter for any other situation.

Schuster negotiated the terms of this agreement, which is referred to below as the Extension Agreement, with Gary Gravesen, an Association Bargaining Consultant.

Schuster was the sole witness at the arbitration hearing. He testified that toward the end of the Grievant's probation period, he sent a reminder to the Sheriff's Department that the County needed to act to either retain the Grievant as a non-probationary employee or to terminate

his employment. After some discussion involving departmental supervision, the County decided that terminating the Grievant's employment prior to the end of his probation period was the most likely outcome, but also decided to approach the Association concerning the possibility of extending his probation period. Schuster and Gravesen discussed the matter, ultimately agreeing to the Extension Agreement.

Schuster testified that the discussions that led to the Extension Agreement preceded the expiration of the Grievant's probation period. The County ultimately determined that the alternative to the Extension Agreement was "probably" termination, but that the six month extension was a more reasonable outcome. He noted that the parties did not discuss whether the Association could file a grievance concerning the application of the Extension Agreement, or what, if any, right the Association could assert concerning a probation period. He prepared the original draft of the agreement and mailed it to Gravesen under a cover letter dated June 12.

Gravesen formally stated the Association's agreement in principle to the Extension Agreement in a letter to Schuster dated June 22, which states:

On behalf of our affiliate, Local No. 221, Burnett County Deputy Sheriff's Association, the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division reluctantly agrees to the extension of probation of our member . . . assuming he has been served and signed the extension of probation on or before June 20th, 2001 as your side letter of agreement dictates in your correspondence to the undersigned, dated June 12th, 2001.

It is my understanding that not at any time up to June 12th, 2001, has (the Grievant) ever been advised of his performance not being to standard. Because of the vast investment made by employers in entry level employees, due to the fierce competition for quality applicants, it is my view that professional law enforcement managers today undertake periodic evaluations with their probationary employees to advise them as to strengths and/or weakness that may need improvement. It is totally unfair in my view to keep an employee unawares that there may be a potential work performance problem, and then wait until the eleventh hour to inform the employee that their individual performance may not be up to standard.

Both WPPA/LEER and the Burnett County Deputy Sheriff's Association sincerely hope that during the campaign for the current term of Burnett County Sheriff, when (the Grievant) exercised his first amendment privilege to write to editors of the local newspapers concerning his position on issues in the sheriff's campaign, has nothing to do with his being placed on extended probation. Regardless of employment status, every citizen of this country has free speech rights under our constitution. Wisconsin Statutes clearly let law enforcement officers speak out on

matters of public concern, as long as they are not in an on-duty capacity while exercising their free speech rights.

In closing, I sincerely hope that the current administration keeps its' obligation to meet regularly with (the Grievant) to discuss his performance status during the period of probation extension, as mandated in the parties side letter of agreement concerning (the Grievant's) extension of probationary status. . . .

Schuster and Gravesen discussed the Extension Agreement after this letter, but those discussions did not produce any alteration of the draft that Schuster mailed to Gravesen on June 12. On June 27, 2001, the Grievant signed the Extension Agreement. Three Association officials signed the document on June 28. Three County officials signed the document on July 10 and July 11. Schuster mailed a copy of the executed agreement to Gravesen under a cover letter dated July 11. Schuster testified that none of the signers of the Extension Agreement questioned the timing of the signatures or the validity of the agreement.

Schuster also noted that in 1996 and in 1999 the County terminated a probationary employee in the position of Dispatcher/Jailer. Neither action produced a grievance.

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

THE PARTIES' POSITIONS

The Association's Brief

After an overview of the evidence submitted, the Association argues that the parties agreed to extend the Grievant's probationary period, but the agreement demanded that "(i)t had to be completed in its entirety prior to the expiration of the probation." The evidence establishes that the execution of the agreement "was not even close" to the stated deadline. The Grievant was not a probationary employee under the terms of Section 5.01 at the time he signed the agreement. Because he was a non-probationary employee at the time he filed the grievance, the Grievant comes within the just cause provision.

Even if the agreement had been timely executed, "there is clear and compelling evidence to support (a conclusion) that arbitration is appropriate for the instant matter." The Extension Agreement is an amendment to the Collective Bargaining Agreement that applies only to the Grievant. The agreement is conditioned on the County granting the Grievant access to vacation and sick leave benefits and on the Chief Deputy and Sheriff performing "very specific supervisory requirements" including the communication of clear direction and "performance progress reviews." These objectives are the cornerstone of just cause, and to assert that the County agreed to them only if they could not be enforced through arbitration fails to honor the mutual intent underlying the agreement.

Beyond this, Article III makes the reasonableness of County action grievable, even by a probationary employee. Articles V, X and XVIII underscore the right of any employee to grieve adverse County action, particularly discipline. The County's assertion that a probationary employee has no access to arbitration rests on an implication that cannot persuasively stand in the face of express contract language to the contrary. To accept the County's view demands concluding that the Association agreed to specific requirements that could not be enforced. Such a conclusion "severely tests the logic of any reasonable person and must be rejected."

The Association concludes that "the grievance is arbitrable" and "suggests the appropriate standard is just cause" based on the untimely execution of the Extension Agreement. In the alternative, the Association "suggests at a minimum the letter of agreement extending the probation contain an appropriate standard."

The County's Brief

After an overview of the evidence, the County contends that Section 10.01 clearly and unambiguously makes the grievance not arbitrable. The agreement to extend the Grievant's probation period "is separate and apart from the collective bargaining agreement" and Section 10.01 demands that a grievance focus on the interpretation of "this Agreement." Since the Extension Agreement is distinguishable from the Collective Bargaining Agreement, it poses no issue arbitrable under the Collective Bargaining Agreement.

Even if Section 10.01 did not exist, "Section 5.02 precludes the matter from being arbitrated." Section 5.02 precludes "probationary employees from having access to the grievance procedure to appeal disciplinary or discharge actions taken against them while they are still on probation." The Grievant was continuously on probation while a County employee, and thus has no access to grievance arbitration under the clear and unambiguous terms of Section 5.02. Judicial as well as arbitration precedent underscore this conclusion. To determine otherwise "would be deleting, for purposes of this matter, the restrictions set forth in Section 5.02." This runs afoul of the terms of Section 10.02.

Bargaining history and past practice support the conclusion that the parties denied the Grievant access to arbitration. Schuster testified, without contradiction, that the parties agreed to extend the one year probation period for a period of six months. Thus, it follows that "the grievant was never off probation." That the parties extended certain vacation and sick leave rights to the Grievant has no bearing on whether he continued as a probationary employee. That the Association offered no evidence to rebut this "speaks volumes" regarding the merit of the County's position.

Similarly, Schuster offered un rebutted testimony that the agreement to extend the probation period occurred prior to June 21, 2001. The parties did have difficulty reducing their agreement to writing. This difficulty, however, had to do with the time necessary to secure all signatures, and had nothing to do with the substance of the agreement. The executed agreement is effective, by its terms, from June 21, 2001 until December 21, 2001. Each of the signatures of the agreement confirm its terms. None of the signing parties “contemporaneously raised the argument that the agreement was invalid.” The agreement is, therefore, “a valid and binding agreement which was knowingly and voluntarily signed by the parties.” The absence of rebuttal testimony from the Association on this point is telling. In the absence of the agreement to extend, the County would have terminated the Grievant well before December. It follows that the “Union’s shallow effort to play ‘gotcha’ must fail.”

That two other law enforcement employees were terminated during a probation period without any attempt to grieve the matter establishes a binding past practice. The absence of rebuttal evidence from the Association confirms this conclusion.

Viewing the record as a whole, the County requests “that the Arbitrator dismiss the grievance in its entirety.”

The Association’s Reply Brief

The Association contends that the County “has grossly misstated the Collective Bargaining Agreement.” Section 5.02 does not clearly and unambiguously deny the Grievant the right to grieve. It provides the just cause standard to non-probationary employees, but does not deny probationary employees the right to grieve. As noted in its initial brief, the agreement in at least three articles provides the right to grieve to probationary employees. Viewed as a whole, the “Collective Bargaining Agreement removes ‘just cause’ as a right for probationary employees who are being discharged and nothing more.” At a minimum, the parties agreed to provide the Grievant with certain contractual benefits and “some of the basic tenets of just cause.” Thus, the parties agreed to modify Article V, and under the judicial and arbitration precedent cited by the County, arbitration must be ordered.

Evidence regarding past practice is, at best, debatable. The evidence fails to show why no grievance was filed. This lack of clarity makes only one conclusion possible: “There is clearly no practice here.”

County arguments regarding the Extension Agreement are internally inconsistent. On the one hand, the County asserts that an agreement to extend the probationary period to a period of one and one-half years, in contradiction to the terms of the Collective Bargaining Agreement that set a one year probation period, is enforceable as part of the Collective Bargaining Agreement. On the other hand, the County contends that the letter to extend the

probationary period “has no relationship to the Collective Bargaining Agreement.” Standing alone, or read in light of arbitration precedent, this is an “absurd” position. If the side letter is not enforceable, then the Grievant is a non-probationary employee because he served more than one year as a County employee. Bargaining history supports the Association’s, not the County’s, position.

Under the terms of the Collective Bargaining Agreement, the Grievant became a non-probationary employee on June 21, 2001. There was no written agreement to overcome this fundamental fact. This is no “gotcha” effort, but a valid and enforceable reading of the Collective Bargaining Agreement. If this is not the case, the Extension Agreement is enforceable through the grievance procedure.

The County’s Reply Brief

The County contends that the “Union’s case rises or falls on whether the grievant was still a probationary employee at the time of his termination.” A review of the evidence establishes that the Extension Agreement is valid, and made the Grievant a probationary employee. That the Association may have believed the Grievant became non-probationary is no more than belief. It produced no evidence to support this belief and “it was their burden to present it.”

The Extension Agreement did not amend the Collective Bargaining Agreement nor was it incorporated into it. Whether or not it was, probationary employees have no access to the grievance procedure under Section 5.02. Association attempts to belittle the evidence of past practice should not obscure that the Association produced no rebuttal evidence.

Nor does the enforcement of Section 5.02 establish that the Association received nothing for negotiating the Extension Agreement. The Grievant “received the opportunity to prove to the County that it made the right decision when it hired him.”

The Association’s attempt to overcome the effect of Section 5.02 is unpersuasive. Schuster’s testimony on its bargained purpose is unrebutted. Beyond this, Sections 10.03 and 18.03 are general provisions that apply to non-probationary employees generally. Section 5.02 is a specific provision governing how an employee becomes a non-probationary employee. The specific terms of Section 5.02 must trump the more general terms of the other provisions.

DISCUSSION

The parties state the issue somewhat differently, but the differences are not substantial and the issue is essentially stipulated. The standards governing the enforcement of an agreement to arbitrate date to the Steelworkers’ Trilogy. UNITED STEELWORKERS V. AMERICAN MFG. CO.,

363 US 564 (1960); UNITED STEELWORKERS V. WARRIOR & GULF NAVIGATION CO., 363 US 574 (1960); UNITED STEELWORKERS V. ENTERPRISE WHEEL & CAR CORP., 363 US 593 (1960). The Wisconsin Supreme Court incorporated, from the Trilogy, the teaching of the limited function served by a reviewing authority in addressing arbitrability issues. DEHNART V. WAUKESHA BREWING CO., INC., 17 WIS.2D 44 (1962) The Court, in JT. SCHOOL DIST. NO. 10 V. JEFFERSON ED. ASSO., stated this “limited function” as a two element analysis:

The court's function is limited to a determination whether there is a construction of the arbitration clause that would cover the grievance on its face and whether any other provision of the contract specifically excludes it. 78 WIS.2D 94, 111 (1977)

The JEFFERSON Court held that unless it can “be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute” the grievance must be considered arbitrable. 78 WIS.2D AT 113.

Section 10.01 broadly defines a “grievance” as “any difference or dispute regarding the interpretation, application or enforcement of the terms of this agreement.” The parties do not dispute that the Grievant’s position, even when probationary, is within the bargaining unit represented by the Association. Section 3.01 D, and Section 18.01 place limits on the County’s authority to discipline, and Section 18.03 makes the appeal of discipline through the grievance procedure available to “(a)ny employee.” Thus, the first element of the JEFFERSON test is met, since the arbitration clause can be construed to cover the grievance on its face.

The second element is whether any other provision of the labor agreement excludes the grievance from arbitration. This element turns on Section 5.02. In the absence of the Extension Agreement, Section 5.02 bars the grievance from arbitration in a manner sufficiently unambiguous to permit no room for arbitral interpretation. Section 5.02 underscores that non-probationary employees can be “disciplined or discharged for just cause only.” It makes “all rights and privileges under this working Agreement” contingent on “satisfactory completion of the probationary period” which Section 5.01 sets at one year. The use of “full recourse” to the grievance procedure arguably introduces an ambiguity, since it can be read to imply either no recourse or limited recourse to the procedure for probationary employees. However, this ambiguity falls short of granting arbitral latitude to extend the just cause provision to a probationary employee seeking to enforce it through grievance arbitration.

Association citation of Section 10.02, 18.01, 18.02 or 18.03 does not undercut this conclusion. At most, the provisions establish an arguable conflict with Section 5.02. The conflict, if arguable, does not provide a persuasive basis for reading Section 5.02 as anything other than a specific bar of grievance arbitration to a probationary employee seeking to enforce a just cause standard. Section 5.02 specifically addresses this, unlike the general provisions

cited by the Association. Significantly, the more general provisions cited by the Association fall within the “all rights and privileges” reference within Section 5.02. There is, then, no persuasive basis to find a contradiction within the Collective Bargaining Agreement, and Section 5.02 is reconcilable to the provisions cited by the Association. In sum, without regard to the Extension Agreement, Section 5.02 bars arbitration, under the JEFFERSON analysis, of a grievance seeking a just cause review of the termination of a probationary employee.

This poses the fundamental difficulty with the grievance, which is the relationship of the Extension Agreement to the Collective Bargaining Agreement. The County asserts that the grievance must rise or fall on whether the Grievant was a probationary employee at the time of termination, and that the grievance must fall because even in the absence of any evidence on the merits, he must be found probationary. This presumes the enforceability of the Extension Agreement as part of the Collective Bargaining Agreement. In the absence of the Extension Agreement, the Grievant’s service beyond one year, under Section 5.01, “shall be evidence that the employee has satisfactorily completed” the probation period. Whether or not that “evidence” is sufficient to establish satisfactory completion of the probation period, it establishes the inoperability of the bar to arbitration stated at Section 5.02. At a minimum, the arbitrable issue would be whether or not the Grievant satisfactorily completed the probation period. Without the Extension Agreement, the terms of Section 5.01 must be enforced as written.

The County asserts that the Extension Agreement can be considered in the interpretation of Section 5.01, but cannot be considered the source of a grievance under Section 10.01 because it is not part of “this Agreement.” As the Association persuasively points out, this position is internally inconsistent and thus unpersuasive.

The impact of this conclusion on the arbitrability analysis is the fundamental interpretive difficulty posed by the grievance. The relationship of the Collective Bargaining Agreement to the Extension Agreement is not clear and unambiguous. Past practice and bargaining history are the most persuasive guides to resolve such ambiguity, since each focuses on the conduct of the parties whose intent is the source and the goal of contract interpretation. Evidence of past practice is unavailable or unhelpful. There is no evidence of any prior Extension Agreement. That the County has discharged two other probationary employees without provoking a grievance falls short of establishing that the Association understood the terminations were not grievable. It is unclear from the evidence whether or not the Association and the affected employees accepted the actions as reasonable. In any event, the instances have no direct bearing on the impact of the Extension Agreement. The issue here is whether the parties intended the Extension Agreement to be enforceable, and if so, how.

Bargaining history viewed against the record developed to this point establishes the enforceability of the Extension Agreement. It is first necessary to establish what is not enforceable through arbitration. Section 1 of the Extension Agreement “extended” the “probationary period” of the Grievant for six months. This establishes that the parties did not agree to take the Grievant off probation. This means that the bar to arbitration of a just cause standard set in Section 5.02 must be honored. Thus, the grievance is not arbitrable to the extent the Association seeks to assert a just cause standard governing the Grievant’s termination. That this is within the parties’ mutual intent is underscored by the first paragraph of Gravesen’s June 22 letter. The Association “reluctantly” agreed to the extension. Without Section 5.02, there is no reason for reluctance. Nor does this mean the agreement was badly struck by the Association. In the absence of the Extension Agreement, the Grievant’s employment would, in all probability, have ended without recourse.

Sections 2 and 3 of the Extension Agreement establish that the parties agreed to something other than a Section 5.01 probation period. Schuster stated that Section 3 made express what the County did in any event. The fact remains that the parties made the requirement express. Beyond this, the requirement was significant to the Association, as established by the final paragraph of Gravesen’s June 22 letter, cited above. It is evident that the Association doubted whether the Grievant had received the benefit of the requirements set forth in that paragraph and signed the Extension Agreement to secure them. Schuster’s testimony and the County’s reply brief acknowledge the point. The parties agreed to extend six months to the Grievant to permit him to learn of and to rectify performance based concerns if he could. This is the “more reasonable” outcome noted by Schuster. Put in terms of the Collective Bargaining Agreement, the County agreed with the Association to define the exercise of its management right, under Article III, in a fashion other than that stated by Section 5.01. The “reasonableness” of the application of this agreement is, under the final paragraph of Article III, “subject to the grievance procedure.”

Against this background, the grievance is arbitrable to the extent the Association seeks to enforce the good faith compliance of the County with the Extension Agreement. This means that compliance with the requirements of Sections 2 and 3 can be litigated. This means that the Association can adduce evidence regarding whether the County met the procedural demands of Section 3, and made a good faith evaluation of the Grievant’s performance. This does not mean the Association can litigate a just cause review of the termination decision. That review is barred by Section 5.02. The parties can enter argument regarding the appropriate standard of review to the extent they deem necessary, but the standard cannot be just cause.

Before closing, it is appropriate to tie this conclusion more closely to the parties’ arguments. The contention that the Grievant became a non-probationary employee because the Extension Agreement was not completed within the time frame noted in the first paragraph of Gravesen’s June 22 letter affords no persuasive guidance to resolve the grievance. Ignoring

that the June 22 letter sought compliance by June 20, it is evident that Gravesen and Schuster discussed the execution of the Extension Agreement after delivery of the June 22 letter. They chose not to modify it in any respect, including its effective date of June 21. It is also evident that no one signing the agreement claimed that it was unenforceable as written. The good faith obligation underlying the Extension Agreement is a two-edged sword, and the “extension” of a probationary period cannot persuasively be made into its “satisfactory completion” without disregarding the bargaining history underlying the document.

That Section 3 of the Extension Agreement incorporates concepts within just cause falls short of establishing a just cause requirement. Nothing in the terms of the Extension Agreement or its bargaining history indicates the County waived the operation of Section 5.02. Similarly, nothing in the terms of the Extension Agreement or its bargaining history indicates the Association waived its right to challenge County compliance with its terms.

AWARD

The grievance filed by the Union on behalf of the Grievant is not substantively arbitrable to the extent the Union seeks to enforce a just cause review of the County’s decision to terminate the Grievant’s employment. The grievance filed by the Union on behalf of the Grievant is substantively arbitrable to the extent the Union seeks to enforce County compliance with the terms of the Extension Agreement.

Dated at Madison, Wisconsin, this 31st day of July, 2002.

Richard B. McLaughlin /s/

Richard B. McLaughlin, Arbitrator

