

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

VILLAGE OF PLOVER

and

**PLOVER VILLAGE EMPLOYEES' UNION
LOCAL 309, AFSCME, AFL-CIO**

Case 11
No. 61773
MA-12059

Appearances:

Ronald J. Rutlin, Ruder & Ware, Suite 700, 500 Third Street, P.O. Box 8050, Wausau, Wisconsin, appearing on behalf of the Village.

Gerald D. Ugland, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 35, Plover, Wisconsin, appearing on behalf of the Union.

ARBITRATION AWARD

The Village of Plover, hereinafter referred to as the Village, and the Plover Village Employee's Union, Local 309, AFSCME, AFL-CIO, hereinafter referred to as the Union, are parties to a collective bargaining agreement that provides for final and binding arbitration of grievances. Pursuant to a Request for Arbitration the Wisconsin Employment Relations Commission appointed Edmond J. Bielarczyk, Jr., to arbitrate a dispute over the one (1) day suspension of two (2) employees. Hearing on the matter was held in Plover, Wisconsin on October 14th, 2003. A stenographic transcript of the proceedings was prepared and received by the Arbitrator on October 31st, 2003. Post-hearing written arguments and reply briefs were received by the Arbitrator by January 2nd, 2004. Full consideration has been given to the evidence, testimony and arguments presented in rendering this Award.

ISSUE

During the course of the hearing the parties agreed upon the following issue:

“Did the Village have just cause to suspend the grievants for one (1) day?”

“If not, what is the appropriate remedy?”

PERTINENT CONTRACTUAL PROVISIONS

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ARTICLE 2 – MANAGEMENT RIGHTS

- A. The Village possesses the sole right to perform all Village operations and all management rights reposed in it, subject only to the provisions of this contract and only as allowed by law. These rights by way of illustration include, but are not limited to, the following:
1. To direct and manage all operations and enterprises of the Village and to direct all operations of the Village workforce;
 2. To hire, promote, transfer, schedule and assign employees;
 3. To suspend, demote, discharge and take other disciplinary action against employees for just cause;
 4. To lay off employees from all or part of their duties or otherwise relieve employees because of lack of work or other lawful reason;
 5. To take whatever action is necessary to comply with local, state or federal law;
 6. To introduce new or improved methods or facilities;
 7. To maintain efficiency of Village operations;
 8. To determine the methods, means and personnel by which such operations are to be conducted;
 9. To change existing methods or facilities;

10. To determine the kinds and amounts of services to be performed as pertains to Village operations and the number and kinds of classifications, if any, to perform such services;
11. To contract out for goods or services, however, it will be the policy of the Village to consider the impact on the employment security of its employees as the result of any such action and to notify and confer with the Union prior to taking such action if it affects the bargaining unit.
12. To take whatever action is necessary to carry out the functions of the Village in emergency situations; and
13. To establish reasonable work rules, policies and schedules.

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ARTICLE 16 – LEAVES OF ABSENCE

A. Sick Leave. Sick leave will be granted for personal illness, injury or disability. For absences of longer than three (3) consecutive working days, the Village may require a certification of illness, injury or disability from the attending physician or other qualified medical professional, certifying the nature and seriousness of the illness, injury or disability. Sick leave usage shall be charged in increments of not less than one (1) hour.

1. Notice. If an employee is unable to report to work, the employee shall notify the department head or designee prior to the start of the work day or as soon as possible thereafter, but no later than thirty (30) minutes after the start of the employee's normal work day. If an employee is unable to complete the full work day due to unexpected illness, injury, or disability the department head or designee should be notified prior to the employee leaving the work place.

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BACKGROUND

Amongst its various governmental functions the Village operates a wastewater treatment facility. The wastewater treatment facility is managed by Rich Boden. Boden supervises three (3)

employees who are Wastewater Treatment Operators. The three (3) employees are represented by the Union. Mark Regitz, who has been employed by the Village since 1990, Trent Westphal, who has been employed by the Village since 1992, and Don Ebbers, who has been employed by the Village since 1992. All three (3) employees have the same duties and responsibilities. Their normal work hours are 7:00 a.m. to 3:30 p.m. Monday through Friday. The three (3) employees rotate weekend responsibilities and an employee who is assigned a weekend with a holiday also works the holiday.

During the workweek that before the Memorial Day weekend in May 2002 the Village was conducting a major project. The project involved digester tanks. The wastewater treatment facility has three digester tanks and part of this work was being performed by a subcontractor. The three (3) Wastewater Treatment Operators had responsibility for emptying the digester tanks, cleaning them and doing required maintenance work. The work on the tanks was being done in sequence. By the Friday before Memorial Day, May 24th, 2002, work on one (1) tank was completed and fully back in operation. A second was awaiting parts. The third was scheduled to be worked on during the week following Memorial Day.

Parts needed to complete the work on the second digester were scheduled to arrive on Friday, May 24th, 2002. Boden met with Regnitz and Westphal during the morning of May 24th, 2002 and explained to them that if the needed parts arrived they were to install the parts and have the second digester in operation before they left work for the day. If the parts did not arrive they were to leave work at the conclusion of their normal workday. Boden left the facility at approximately 10:00 a.m., but, before leaving Boden put his instructions in writing:

“Mark & Trent Work on replacing membrane diffusers and piping in Dig no.2. Place tank in service before leaving for the day. If you run out of membranes, install all the spare membranes before leaving. Open valves between tanks to equalize Dig 3 and 2.

Don Do locates on Friday and Saturday. Finish all locates though noon on Wednesday.” (Jt. Ex. 5)

The parts come in around noon. Westphal went home during his lunch break and retrieved a back brace because his back was hurting him. Thereafter, Regnitz and Westphal commenced working on the digester. While working on the digester Regnitz and Westphal needed to use an air monitor. At approximately 4:00 p.m. the batteries on the air monitor ran low and a safety signal began beeping.

At the hearing Westphal testified he attempted to call the Village Fire Department to determine if a backup air monitor was available. Westphal, who is also a volunteer firefighter, has responsibility for maintaining the Fire Department's three (3) air monitors. The Fire Department's air monitors are used on a regular basis by employees of the Wastewater Treatment

Facility. There is a sign out sheet for their use. However, Westphal normally calls the Fire Chief or Captain to inform them when he needs to use one of the Fire Department's air monitors. When Westphal called the Fire Department, no one answered. Regnitz and Westphal then, at approximately 4:20 p.m. went home.

Both Regnitz and Westphal knew Boden's home telephone number and cell telephone number. Neither attempted to contact Boden prior to leaving the Wastewater Treatment Facility.

On Memorial Day, Boden was called by Ebbers for assistance on a work problem. When Boden arrived at the facility he checked and found out the second digester was not in operation. He asked Ebbers if the parts for the digester had arrived on the previous Friday. Ebbers informed Boden they had arrived at about noon.

On Tuesday, May 28th, 2002 Regnitz reported for work but Westphal called in sick. Boden met with Regnitz and asked why the work had not been completed on the digester. Regnitz informed Boden that the batteries had run low on the air monitor and the work could not be completed. When he asked Boden why he did not get a backup air monitor from the Fire Department, Regnitz did not give him an explanation. Regnitz did inform him that he had company coming, that he had already worked late and did not want to work anymore. (Tr. p. 18) Boden also asked Regnitz if he understood that he had directed Regnitz to finish the work before he went home. Regnitz responded he did. (Tr. pp. 19-20)

On Wednesday, May 29th, 2002 Westphal reported to work. Boden met with Westphal and asked him why the work on the second digester was not completed. Westphal informed Boden that the air monitor's batteries had gone low. When Boden asked him why he had not gone to the Fire Department for an air monitor Westphal informed he was not feeling well. Westphal then left Boden's office. Westphal returned to Boden's office at approximately 9:30 a.m. and informed Boden that he felt he was so ill on Friday that he was unable to continue working. Work on the digester is a two-man job and Boden asked Westphal why he did not call him. Westphal did not give Boden a response. (Tr. p. 21-22)

In reviewing their personnel files Boden noted Westphal had received a written reprimand in August 2000 and that Regnitz had received a verbal reprimand in August 2000 and a written reprimand in September 2001. On May 28th, 2002 Westphal also received a Doctor's prescription restricting the lifting of anything over 10 pounds for two (2) days. (Union Ex. 1)

Thereafter Boden determined to discipline Regnitz and Westphal. Boden issued them the following:

WASTEWATER TREATMENT FACILITY MEMO

To Mark Regnitz
From Rich Boden
Date Thursday, May 30, 2002
Subject Disciplinary Action

During the week of May 20, 2002, the digester gates were replaced. This required draining and cleaning of all three digesters, and sequencing operations so the contractor could continue to work. In addition, the tank used for holding waste activated sludge prior processing through the GBT was filled with digested sludge from the digesters, and not available for normal use. This caused a major disruption in the solids handling processes.

It was planned to have two of the three digesters back in operation by May 24. I stated several times during the week that two digesters needed to be operating by Friday. Delays were experienced due to unexpected equipment problems found while cleaning the digesters. Sufficient spare parts to complete the work in digester no. 2 were expected to arrive Friday, May 24.

Mark and Trent were both told at approximately 9:30 am Friday morning, that if the parts arrive as expected, they were to work until the tank was back in service. Neither Mark nor Trent made any comments on objecting to working late, or any other reason not to finish the work.

I also included this directive in a written memo outlining work that needed to be done over the holiday weekend. This memo was placed in their time card slots prior to when I left for the day.

I was called in to work on Monday May 27. While there, I noted that Digester no. 2 was not in service. Don stated that the spare parts shipment had arrived at about noon on Friday and did not know why the tank was not in service.

On Tuesday, May 28, I asked Mark what the status of the work on the tank was this morning. He said they had about 15 more diffusers to install. I asked if the parts were here. He said that there were enough to finish the work.

I asked him why it was not finished. He said the air monitor battery went dead. I asked him why he did not borrow one of the Fire Dept. air monitors. This is routinely done, and was in fact, done earlier in the week. He said it was already 4:30, that he had company coming, and that he didn't want to work any later.

I asked him if he understood that he left before completing the job, even though he was directed to finish the job. He said he was already late, and couldn't stay any later.

Mark was given explicit instructions to complete an assigned task before leaving for the day. He deliberately disobeyed the instructions, did not complete the work assigned, and left work without permission. This is a very serious infraction of work rules as listed in the Village personnel Policies 2.10.1.D. 1) c), and 2.10 1. D. 2) b).

Due to the serious nature of this infraction of work rules, I am imposing a one day suspension, without pay, to be served on Tuesday, June 4, 2002.

I received this disciplinary action.

Dated

Employee Signature

The employee received this disciplinary action.

5-30-02
Dated

Rich Boden /s/
Employee Supervisor

5-30-02
Dated

Bill Konkel /s/
Witness

[Mark has refused to sign this document RB BK /s/]

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WASTEWATER TREATMENT FACILITY MEMO

To Trent Westphal
From Rich Boden
Date Thursday, May 30, 2002
Subject Disciplinary Action

During the week of May 20, 2002, the digester gates were replaced. This required

draining and cleaning of all three digesters, and sequencing operations so

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the contractor could continue to work. In addition, the tank used for holding waste activated sludge prior processing through the GBT was filled with digested sludge from the digesters, and not available for normal use. This cause a major disruption in the solids handling processes.

It was planned to have two of the three digesters back in operation by May 24. I stated several times during the week that two digesters needed to be operating by Friday. Delays were experienced due to unexpected equipment problems found while cleaning the digesters. Sufficient spare parts to complete the work in digester no. 2 were expected to arrive Friday, May 24.

Mark and Trent were both told at approximately 9:30 am Friday morning, that if the parts arrive as expected, they were to work until the tank was back in service. Neither Mark nor Trent made any comments on objecting to working late, or any other reason not to finish the work.

I also included this directive in a written memo outlining work that needed to be done over the holiday weekend. This memo was placed in their time card slots prior to when I left for the day.

I was called in to work on Monday May 27. While there, I noted that Digester no. 2 was not in service. Don stated that the spare parts shipment had arrived at about noon on Friday and did not know why the tank was not in service.

Trent called in sick on Tuesday. On Wednesday, I asked Trent why the digester was not completed. He said the air monitor batteries were dead. I asked him why he didn't go get the monitor from the Fire Dept. This is routinely done, and was in fact, done earlier in the week. He said he didn't feel well. When asked if he understood he was directed to finish the work on Friday, he said he understood, but left anyway.

Later, Trent came to my office and stated he was not feeling well, was weak, and could not work down in the tank. I asked him if he made any attempt to notify me. He said he did not try to call, and there was no note informing me of this in my mailbox. He made no attempt to notify anyone else. When I explained that, had I been notified, I could have had Don stay in his place, or had Mark and Don finish the work on Saturday, Trent had no response. Coincidentally, Mark did not mention Trent being sick.

Trent was given explicit instructions to complete an assigned task before leaving for the day. He deliberately disobeyed the instructions, did not complete the work

assigned, and left work without permission. This is a very serious infraction of

work rules as listed in the Village personnel Policies 2.10.1.D. 1) c), and 2.10 1. D. 2) b).

Due to the serious nature of this infraction of work rules, I am imposing a one day suspension, without pay, to be served on Tuesday, June 4, 2002.

I received this disciplinary action.

5-30-02
Dated

Trent Westphal /s/
Employee Signature

The employee received this disciplinary action.

5-30-02
Dated

Rich Boden /s/
Employee Supervisor

5-30-02
Dated

Bill Konkel /s/
Witness

Thereafter the matter was grieved and processed to arbitration in accord with the parties' grievance procedure.

POSITIONS OF THE PARTIES

Village's Position

The Village contends the only issue herein is whether it had just cause to discipline Regnitz and Westphal. The Village argues that, acting in good faith, it had reason to discipline the employees. The Village asserts that misconduct which is directly connected with an employee's work represents a willful disregard of the employer's interests and is inconsistent with an employee's obligations to their employer. The Village argues that insubordination constitutes just cause for discipline, including discharge. The Village acknowledges that a directive to work overtime must be reasonable, notifying employees in sufficient time so that they are not inconvenienced because of having made other plans and that the employer must except reasonable excuses.

The Village contends the record demonstrates Regnitz and Westphal were given a direct order to complete work before leaving work on Friday, May 24th, 2002. The Village points out that the employees understood the directive that they were to complete work on the digester before they left if the parts came in. The Village further points out it is undisputed that they did not complete the work. The Village concludes that absent a justifiable reason for not completing the

work the discipline is per se reasonable and in fact required.

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The Village argues the reasons given by Regnitz and Westphal for failing to complete the work assigned are inconsistent and/or without merit. The Village points out that when Regnitz met with Boden the only reason given was that the air monitor battery had gone dead. When asked why Regnitz had not gone to the Fire Department for a backup air monitor, the only reason Regnitz gave was that he had company coming and did not want to work any longer. The Employer also points out that during cross examination Regnitz acknowledged he was aware that Boden believed the work assignment was important, that the only reason for stopping work was the air monitor's batteries had gone bad, that Westphal never informed Regnitz he was unable to complete the job because he was not feeling well, that Regnitz never attempted to contact Boden and that Regnitz was aware there were air monitors available at the Fire Department and he knew how to sign out for them. (Tr. pp. 71-74) The Village concludes that when the air monitor batteries went bad Regnitz and Westphal simply decided to go home. The Village asserts they totally disregarded the order given to them by their supervisor. The Village also points out that when Regnitz met with Boden he never offered as a reason for not completing the job that Westphal was ill and could not complete the project. The Village also points out that when Boden met with Westphal, contending he was too ill to complete the assignment Westphal offered no rational reason why he failed to attempt to contact Boden except that he believed Boden had gone to Madison, Wisconsin to watch his daughter participate in a baseball game.

The Village concludes that Regnitz and Westphal were given a direct order to complete a work assignment, to work overtime if necessary. At the time of the assignment neither raised an objection to working overtime and neither contended the assignment to work overtime was unreasonable. The excuse given by Westphal was that he was ill and the air monitor was not working. Westphal was aware another air monitor was available at the Fire Department. Westphal was aware of availability of an air monitor and as a Volunteer firefighter he maintained them. Neither made any attempt to contact Boden even though they knew Boden felt this was an important assignment that should be completed before they left work. The Village argues that the employees took it upon themselves to leave work with the assignment unfinished. The Village concludes it had just cause to suspend the employees for one (1) day.

Union's Position

The Union argues that the Village did not have just cause to suspend Regnitz and Westphal. The Union points out in the past when a Fire Department air monitor was needed the protocol was to call the Fire Chief or Fire Captain to let them know he was taking a Fire Department air monitor. When Westphal called the Fire Department and no one answered Westphal believed he did not have the authority to take the air monitor without notifying the Chief or Captain. The Union argues it was reasonable for Westphal to conclude he could be disciplined if he took the air monitor without authorization. The Union contends it is unreasonable to place Regnitz or Westphal in a double bind of being disciplined for taking the equipment without authorization and be subject to discipline for just taking the equipment. The Union argues that

Westphal did not have any instructions on how to procure the air monitor and

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no instructions on how not to procure it he was left to his own wits. Because Westphal believed he did not have the authority to obtain the air monitor without the Fire Chief's or Captain's approval, and because he was feeling ill, he decided to go home. The Union points out that there was no notice to Westphal on whom to call in a circumstance such as occurred in the instant matter and thus the employees were left to their own wits. The two employees concluded, based upon their inability to obtain an air monitor as they had in the past and Westphal's condition, they should go home.

The Union argues the doctor's statement he received was based upon the symptoms that existed on Friday, May 24th, 2002. Westphal gave two reasons to Boden for not completing the work assignment, his condition and not having a working air monitor. The Union also points out that the Village failed to demonstrate that either the Fire Chief or Fire Captain were available to authorize use of the Fire Department's air monitor. The Union further points out that Regnitz did not have the authority to reassign Ebbers to assist him in finishing the assignment. The Union concludes by pointing out the Village suffered no adverse consequences because of the employees actions.

The Union argues it was the responsibility of the Village to provide direction so that in cases similar to the instant matter employees would know what to do. The Union asserts these are two (2) experienced employees who believed they had no clear choices.

Village's Reply Brief

The Village points out that contrary to the Union's assertion Westphal knew where the air monitors were located in the Fire Department, knew the procedure for signing them out, knew he could sign out an air monitor and did not raise this defense until the arbitration hearing. The Village also asserts the Union's contention Westphal could have been disciplined for using an air monitor after signing it out is without merit. The Village argues that the Union argument it is the Village's responsibility to cover every possible contingency the employees may face during the workday fails to acknowledge that Westphal was aware he could sign out an air monitor. The Village also points out that Article 16 requires employees to notify the department head of designee if they are unable to complete the workday because of an unexpected illness.

The Village points out these were two experienced employees. The Village also stresses it is important to note that Regnitz did not offer as a rational they left the work place because Westphal did not feel well. The Village asserts Westphal did not seek medical attention for chills, fever, body ache and aching joints that he attributed to working in a confined space. The Village avers even if Westphal was ill he had a contractual obligation to attempt to notify Boden before he left work. The Village contends that had either employee done so Boden could have come in to assist or Boden could have directed Ebbers to complete the assignment with Regnitz. The Village concludes Westphal and Regnitz totally disregarded the interests of the Village in favor of their own desire to get home. The Village concludes Regnitz and Westphal failed, without justification,

to follow a direct order of their supervisor.

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The Village would have the undersigned deny the grievance.

Union's Reply Brief

The Union points out that the reason the Village was waiting for parts was because Boden had failed to order enough, even though Regnitz suggested that Boden order more in the original order for parts. The Union also points out that Boden contemplated what Regnitz and Westphal were to do if the parts did not arrive on time, the employees were to go home at the conclusion of their normal shift. The Union also argues that Regnitz's statement, "it was 4:30, I had company coming and I was already late." (Tr. p.79) was taken out of context by the Village because he stated he worked until the air monitor went dead. The Union also points out Westphal gave two reasons for stopping his work, the air monitor and his illness. The Union points out Regnitz testified that he told Westphal he looked pretty white.

The Union argues that either reason, the failure of the air monitor or his illness was reason for Westphal to quit working and go home. The Union argues that there was no process or procedure for Westphal to call someone, thus Regnitz and Westphal were left to their own remedies to act on their own authority. The Union argues Regnitz could not continue without an air monitor and he had no authority to assign Ebbers to assist him. The Union also contends the reasons given by Regnitz and Westphal are reasonable and Boden received these reasons. The Union argues that Boden not liking these answers does not lead to a conclusion that for some unexplained reason the two (2) employees decided not to complete the work and go home.

The Union would have the Arbitrator sustain the grievance, direct the Village to cleanse Regnitz's and Westphal's personnel records, and direct they be made whole for lost wages.

DISCUSSION

The record herein demonstrates Regnitz and Westphal were given oral and written directives to complete a work assignment. They were to work to complete the assignment even if it required overtime. The record also demonstrates they were aware of their supervisor's home telephone number and his cell telephone number. Westphal testified that he attempted to contact the Fire Department to obtain a backup air monitor but no one answered the phone. (Tr. p. 37) However, Westphal also testified that at 4:30 p.m. he was in no condition to continue working because he was ill. (Tr. p. 39) However, there is no evidence that Westphal told Regnitz he was ill. Nor is there any evidence that Westphal and Regnitz discussed Westphal's inability to continue because he was too sick to continue working. Further, as the Village has pointed out, the collective bargaining agreement requires an employee to inform his superior if he is ill and unable to continue working. There is no evidence that would demonstrate Westphal informed anyone on May 24th, 2002 that he was too ill to continue working. The record also demonstrates that both Regnitz and Westphal were aware of Boden's home telephone number and his cell telephone

number. While Regnitz and Westphal testified they believed Boden and gone to

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Madison, Wisconsin, neither employee attempted to contact their supervisor. Further, Regnitz did not offer as a reason to Boden for quitting work that Westphal was too sick to continue. Therefore the Arbitrator finds no merit in the Union's argument that Westphal was too sick to continue working on May 24th, 2002. Had Westphal attempted to contact Boden by calling his cell telephone or, at a minimum, attempt to leave a message at Boden's home telephone, there would be some credence to the Union's claim. However, the fact Westphal did not inform even Regnitz he was too sick to continue working results in a conclusion that there is no merit in the Union's claim that Westphal was too sick to continue working.

The Arbitrator notes here that Westphal claimed he attempted at approximately 4:10 p.m. to call the Fire Department to obtain a back up air monitor. (Tr. p. 37) However, Regnitz testified he was unaware on May 24th, 2002 that Westphal ever attempted to call the Fire Department. (Tr. p. 73) The record demonstrates these two (2) employees were working together to repair the digester. The record also demonstrates they were together when the batteries on the air monitor failed. The Arbitrator fails to see how Westphal could have attempted to call the Fire Department, let the phone ring, and that Regnitz would be unaware that Westphal had attempted to contact the Fire Department. Therefore the Arbitrator finds no merit in the Union's claim that Westphal attempted to contact the Fire Department to obtain a backup air monitor.

As noted above both employees were aware of the directive they were to complete the work assignment if the parts came in. Both employees were also aware Boden had authorized overtime if the parts arrived. Both employees were aware that Boden thought the assignment was important and he wanted it done. Both employees knew how to contact Boden, if necessary, they had both of Boden's telephone numbers. Neither attempted to contact Boden when they ran into a problem. Instead, the record demonstrates, they took it upon themselves to stop working and go home. While the Union is correct that the Village needs to properly direct employees, even a modicum of common sense dictates that rather than violate an oral and written directive they should have attempted to contact their supervisor rather than making the determination themselves. If Boden had been unreachable, a different conclusion could be reached. The Arbitrator also notes Westphal, as a Volunteer Firefighter knew where the back up air monitor was, knew the Fire Department had three (3) of them, and knew how to sign them out. The Arbitrator further notes Regnitz testified he knew where the Fire Department's air monitors were and how to sign out for them. (Tr. p. 73) Regnitz also testified he and Westphal did not discuss getting an air monitor from the Fire Department. (Tr. p. 73)

Based upon the above and foregoing, and the testimony, evidence and arguments presented, the Arbitrator therefore concludes that when the air monitor's batteries failed the two (2) employees determined to quit working. This was a clear violation of the directive given them by their supervisor. They had been directed to complete the assignment before leaving work. The Arbitrator concludes it was reasonable for Boden to conclude that Regnitz and Westphal were insubordinate given that both employees knew how to contact him and failed to do so and

that both employees knew how to obtain a backup air monitor and failed to do so. The Arbitrator also finds, given the two employees previous discipline, that the Village had just cause to discipline the employees by issuing one (1) day suspensions. The grievance is therefore denied.

AWARD

“The Village had just cause to suspend the grievants for one (1) day.”

Dated at Madison, Wisconsin, this 3rd day of March, 2004.

Edmond J. Bielarczyk, Jr. /s/

Edmond J. Bielarczyk, Jr., Arbitrator

