

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**LANGLADE COUNTY**

and

**LANGLADE COUNTY HIGHWAY EMPLOYEES  
LOCAL 36, AFSCME, AFL-CIO**

Case 103  
No. 63466  
MA-12597

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**Appearances:**

**Dennis O'Brien**, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 5590 Lassig Road, Rhinelander, Wisconsin, appearing on behalf of the Union.

**Jeffrey T. Jones**, Ruder & Ware, 500 Third Street, Suite 700, P.O. Box 8050, Wausau, Wisconsin, appearing on behalf of the County.

**ARBITRATION AWARD**

Langlade County, hereinafter referred to as the County, and Langlade County Highway Employees, Local 36, 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 to Initiate Grievance Arbitration the Wisconsin Employment Relations Commission appointed Edmond J. Bielarczyk, Jr., to arbitrate a dispute over the layoff of employees. Hearing on the matter was held in Antigo, Wisconsin on August 12, 2004. Post-hearing written arguments and reply briefs were received by the Arbitrator by October 8, 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 where agreed to agree upon the framing of the issue and agreed to leave framing of the issue to the Arbitrator. The Arbitrator frames the issue as:

“Did the County violate the collective bargaining agreement when it laid off employees on December 26, 2003 and January 2, 2004?”

“If yes, what is the appropriate remedy?”

**PERTINENT CONTRACTUAL PROVISIONS**

**RELEVANT CONTRACT LANGUAGE**

(Jt. Exh. 2.)

**ARTICLE 4 – MANAGEMENT RIGHTS**

The County possesses the sole right to operate County government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work, in accordance with the terms of the Agreement;
- C. To hire, promote, transfer, schedule and assign employees to positions within the County in accordance with the terms of this Agreement;

...

- E. To relieve employees from their duties because of lack of work or for other legitimate reasons, in accordance with the terms of this Agreement;
- F. To maintain efficiency of County government operations entrusted to it;
- G. To comply with state or federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County government operations; and the number and kinds of classifications to perform such services;

- K. To determine the methods, means and personnel by which County operations are to be conducted;
- L. To take whatever reasonable action is necessary to carry out the functions of the County in situations of emergency;

Any dispute with respect to the reasonableness of the application of said management rights with employees covered by this Agreement may be processed through the grievance and arbitration procedure herein.

#### ARTICLE 6 – SENIORITY

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- B. When laying off full-time employees, the oldest in point of service shall be retained if the remaining personnel are qualified to perform the available work. The rehiring of employees that have been laid off shall be in reverse order to that of laying off.

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#### ARTICLE 8 – LEAVE OF ABSENCE

- A. Written leave of absence, without pay, for periods not in excess of six (6) months in any year, may be granted by the Employer to any full-time employee providing said employee does not accept employment elsewhere to become self-employed. The employee to whom written leave of absence has been granted, shall be entitled at the expiration of the leave, to be reinstated to the position in which he/she was employed at the time the leave was granted.
- B. Leave of absence shall be automatically granted all employees who are called or volunteer for military service. The terms and conditions of reinstatement and wage benefit rights shall be in compliance with state and federal statutes.

#### ARTICLE 9 – HOLIDAYS

- A. Each employee in the Highway Department shall be granted the following holidays off with pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, Good Friday, the last work day immediately preceding the Christmas holiday, and one floating holiday.

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ARTICLE 10 – VACATIONS

- A. Each employee shall receive one (1) week of vacation with pay after one (1) year of employment; two (2) weeks of vacation with pay after two (2) years of employment. . .
- B. A week’s vacation for all employees in the Highway Department shall be computed on a basis of forty (40) hours per week. The employees may, if they desire to, use their vacation in periodic times throughout the year in lieu of lost time due to inclement weather, lack of work, etc.

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ARTICLE 11 – SICK LEAVE

- A. Each full-time employee shall earn one (1) day of sick leave for each month in which payment is received and unused sick leave shall be cumulative to a maximum of one hundred and ten (110) days.

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- C. Any employee off work on sick leave shall be paid an amount equal to the same number of hours worked on that day, but not to exceed a maximum of eight (8) hours. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, shall be subject to disciplinary action.

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ARTICLE 13 – HOURS OF WORK AND CLASSIFICATIONS

- A. The employees in the Highway Department shall work eight (8) hours per day, Monday through Friday, forty (40) hours per week.
- B. The hours of work shall be 7:00 a.m. to 12:00 noon, and 12:30 p.m. to 3:30 p.m., Monday through Friday. Employees starting work at 7:00 a.m. shall work until 3:30 p.m.

...

- E. There shall be no cutback in wages during the life of this Agreement, unless the employee requests a job at a lower rate of pay.

...

ARTICLE 14 – CALL PAY

Any employee called back into work outside of his/her scheduled hours of work shall receive one (1) hour of pay at his/her straight time rate in addition to the pay for the actual hours worked.

...

ARTICLE 17 – EMERGENCY LEAVE

- A. In the event of a death in the immediate family of an employee, such employee will be paid for time lost from scheduled work to attend the funeral and either two (2) days before or after the funeral or one (1) day before the funeral and one (1) day after the funeral. . .

Each employee shall receive two (2) days off to attend the funeral of a relative other than a member of the immediate family.

Each employee shall receive four (4) hours off with pay to attend the funeral of a County Highway Department employee or a retired County Highway Department employee. The County shall have discretion to limit the number of employees off in cases of emergency.

- B. In the event of serious illness in an employee's immediate family, absence of up to and including three (3) days per contract year will be allowed without loss of pay. . .
- C. An employee or his/her designee shall call in before reporting time when using emergency leave.

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ARTICLE 22 – OVERTIME PAY

- A. Employees shall be paid at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per week. Sick leave, vacation and holidays shall be considered as time worked when computing overtime payment.
- B. Employees required to work on a Sunday shall be paid at the rate of time and one-half (1½) for all hours worked.

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LANGLADE COUNTY HIGHWAY COMMITTEE

40 HOUR WORK WEEK

POLICY #92-1 (REVISED)

THE LANGLADE COUNTY HIGHWAY COMMITTEE HAS ADOPTED A POLICY STATING THAT ALL HIGHWAY UNION (LOCAL 36) EMPLOYEES MUST TURN IN 40 HOURS OF REGULAR PAY PER WEEK. THE EXCEPTIONS ARE AS FOLLOWS:

- 1) WORKMAN'S COMPENSATION CASES WHICH COULD RESULT IN DOUBLE PAYING AN EMPLOYEE
- 2) THE REQUIREMENT TO WORK 40 HOURS PER WEEK MAY BE WAIVED AT THE DISCRETION OF THE HIGHWAY COMMISSIONER FOR AN EMPLOYEE TO ATTEND UNION RELATED MEETINGS DURING SCHEDULED WORKING HOURS.

ORIGINAL POLICY ADOPTED: FEBRUARY 6, 1992

REVISED POLICY ADOPTED: AUGUST 27, 1997

BACKGROUND

The fundamental facts in the instant matter are not in dispute. The County, in an attempt to reduce costs due to anticipated revenue shortfalls, took action to reduce the budgets of all County Departments. These actions included canceling the purchase of new equipment, canceling work projects, selling off assets, permanently laying employees and not filling vacant positions. Cost cutting actions specific to the County's Highway Department included elimination of the installation of snow fences, directing the County Highway Department to not snow plow on weekends unless at least three (3) inches of snow fell, eliminate snow plowing prior to 6:00 a.m. or after 3:30 p.m., Monday through Friday, and sanding only hills, curves, and intersections. In addition, to achieve savings in wages, the County directed all non-essential operations be closed on Friday, December 26, 2003 (the day after Christmas, and Friday, January 2, 2004 (the day after New Year's). The County wide shutdown was adopted by a County Board resolution. Employees were also informed they could use paid vacation or paid personal floating holidays on the two (2) shutdown days. On November 18, 2003 the Union filed the instant grievance. Other County bargaining units filed grievances but were subsequently withdrawn. Some employees choose to use paid off time for the two (2) days. There was a snow fall on January 2, 2004 and certain Highway Department employees were called in to work in accord with the parties' collective bargaining agreement. Thereafter, the instant matter was processed to arbitration in accord with the parties' grievance procedure.

### UNION'S POSITION

The Union acknowledges the County has certain Management Rights but argues that these rights are not unfettered but subject to interpretation through other provisions of the collective bargaining agreement. In support of this position the Union points to Article 6, Seniority, subsection B., arguing that if the County's actions were purely cost-driven, the Seniority provision compelled the County to lay off the least senior employees, not all employees here and there at the County's whim.

The Union also argues the County introduced, by its actions, an element that has never been part of the collective bargaining agreement. The Union argues the County's attempt to mitigate its actions by allowing employees the choice of using a vacation day on the days the County shut down operations. The Union points out for many members this was no choice because they had no vacation left that late in the year. The Union also argues the County's actions were coercive to force employees to use vacation, not at the employees' discretion, but at the County's discretion.

The Union also argues the "no pay" status violated the County Highway Department Policy requiring a minimum forty (40) hour work week. The Union asserts the County should be bound by its own policy. The Union also points out that Article 13 defines the work week as Monday through Friday, forty (40) hours per week. The Union contends employees are not day laborers and that the collective bargaining agreement offers them certain protections. The Union argues that the agreement between the parties should stand for more than miscalculations and ineffective solutions to anticipated budgetary problems.

The Union does not contend that the employees have a guaranteed work week. However, the Union points out the parties have agreed that the County can relieve employees of their duties for lack of work or other legitimate duties, but that if the County determines to do so, the County agreed to use seniority as a criterion. The Union questions whether the County had legitimate reasons, however, even if the County's financial situation was justification for a layoff, the Union asserts the least senior members of the Highway Department should have been laid off. The Union points out the County agreed in Article 13, subsection E., not to cut back wages. The Union contends the County's actions violated the agreement with the senior employees not to cut back wages when it laid off everyone instead of the number needed to achieve its perceived cost reduction. The Union stresses this provision is contained in the same provision that identifies the normal hours of work per day and per week. The Union also points out Article 19 contains a proviso that maintains the hourly rates will be maintained for the life of the agreement.

The Union also asserts the County's actions are an attempt to undermine Article 23, Overtime Pay. The Union argues that if employees work over eight (8) hours on a day proceeding the closed Friday, the employees lose overtime pay. The Union contends the County's action is an attempt to manipulate the collective bargaining agreement in order to avoid overtime payments. The Union asserts the County has acknowledged its sole reason for its actions was cost reduction. The Union acknowledges the County probably did not consider the

effect of its action on overtime but the Union stresses it has a deleterious consequence on members of the Union.

The Union also argues the fact other bargaining units withdrew their grievances should have no bearing on the instant matter. The Union avers there are differences in the collective bargaining agreements and argues the language of the instant collective bargaining agreement should determine the matter.

The Union would have the Arbitrator sustain the grievance and have the Arbitrator direct the County to make employees whole

### **COUNTY'S POSITION**

The County contends it is vested with the contractual authority to close the Highway Department. The County argues Article 4, Management Rights, vests the County with broad authority with respect to the County's operations, most importantly, the right to relieve employees from their duties because of lack of work or other legitimate reasons. In support of this position the County points to Article 6 noting that it is the only provision in the collective bargaining agreement that addresses layoffs asserting it has the right to layoff employees at any time. The County acknowledges that the only procedure in layoffs is the least senior employee is to be laid off first. The County argues as all employees were laid off there was no violation of the layoff procedure. The County stresses there was not a claim by the Union that employees called-in on January 2, 2004 was not in accord with seniority.

The County argues the Union is a case that the provisions of the collective bargaining agreement guarantees that employees will work eight (8) hours per day, forty (40) hours per week, Monday through Friday, and with work hours of 7:00 a.m. to 3:30 p.m. The County further argues that arbitral law demonstrates that to establish a guarantee of certain work hours the collective bargaining agreement must be very explicit. The County contends Article 13, sections A and B, do not guarantee the employees will work eight (8) hours per day, forty (40) hours per week. The County argues the purpose of this language is to establish what the normal or standard work week will be. The County asserts that such a guarantee of work would render meaningless the County's management rights to schedule hours and relieve employees of their duties and would render meaningless the County's right to layoff employees. The County asserts the actions it took in shutting down County operations on December 26, 2003 and January 2, 2004 were taken in good faith and for a legitimate reason, to save money due to a possible forced reduction in the tax levy.

The County also argues that a plain reading of Article 13, section E, prohibits the County from reducing wages as stated in the collective bargaining agreement's wage schedule, not from reducing hours of work.

The County contends that the provisions of the collective bargaining agreement taken as a whole demonstrates there was no violation of the collective bargaining agreement. The County



contends there is no guarantee of work hours as Article 13, section B also states: "...employees starting work at 7:00 a.m. shall work until 3:30 p.m." The County argues this demonstrates employees may be required to start work or end work at different times than the times stated in Article 13, section B. The County also argues when employees take time off, with or without pay, they do not work forty (40) hours in a week. The County also points out that Article 10, section E, allows employees to use vacation time without a fifteen (15) day advance notice in cases of lack of work.

The County contends Article 14, Call Pay, allows the County to call in employees back to work after they have completed their eight (8) hour day. Further, Article 22, Overtime, provides time and one-half (1½) pay for hours worked over forty (40) provides that employees may be required to work on Sunday. The Employer concludes that the work week and work hour provisions of Article 13, sections A and B, merely establish the regular work week and do not establish a guaranteed work week.

The County would have the Arbitrator deny the Grievance.

#### **UNION'S REPLY BRIEF**

The Union contends the flawed planning of the County led to the seeking of cost savings at the expense of the bargaining unit and in violation of the collective bargaining agreement. The Union acknowledges that the County has the responsibility to establish departmental budgets but avers the County should strive to be prudent fiscal managers. The Union also acknowledges that the County curtailed business functions of the Highway Department, reducing blacktopping, purchasing more efficient equipment and selling assets. The Union recognizes these were not contractual matters. The Union argues the only involvement in managing the business affairs of the Highway Department the Union seeks to enforce is the negotiated agreement on wages, hours and conditions of employment. The Union points out the State did not freeze tax levies and the County was not forced to reduce the Highway Departments budget by \$150,000. The Union argues that in the County's exuberance to be "tax cutters" the County attempted to manage the Highway Department without the professional judgment of the County's Highway Commissioner.

The Union contends an element of legitimacy must include efficacy. The Union questions whether the County can create a lack of work for members of the Union by County resolution, expect to continue to provide services in a weather emergency, when the facts demonstrate the County's decisions were totally ineffective. The Union argues that while the County can schedule work, the County cannot use any reason the County chooses to relieve employees of work. The Union asserts the word "legitimate" precludes the notion that any reason suffices.

The Union asserts it is a major concern to the Union when the County takes action to deprive employees a chance to earn wages. The Union argues the County agreed it would lay off employees by seniority. The Union avers the County offered dubious financial limitations for its need to reduce the tax levy. The Union stresses the County never determined the actual amount

it needed to reduce, that the County removed and restored funds for political consideration as much as financial management. The Union contends that if the County needed to reduce labor costs the County should have laid off enough employees to achieve those savings.

The Union also argues the arbitral law cited by the County is not on point because the cases cited by the County are private sector cases. Further, the Union asserts it does not claim there is a guaranteed work week but does claim the County must follow an agreed upon method to reduce the work force. In support of its position the Union points to LINCOLN COUNTY COURTHOUSE VS. LINCOLN COUNTY, Case 70, No. 37514, MA-4329, wherein the arbitrator found Lincoln County violated the collective bargaining agreement by laying off senior members while less senior members remained employed.

The Union also argues the County errs when the County claimed that Article 13 is not critical to the instant matter. The Union argues Article 13 and Article 19 discuss wages and each should be given their full effect because they refer to different concepts. The Union also acknowledges it does not think the County acted in bad faith. However, the Union argues the impact of such changes to the wages and hours of employees should have been negotiated. The Union, in support of its position stresses the County approached the Union the previous year with a plan of rolling layoffs. The Union argues this action by the County is in effect an admission by the County that it was required to negotiate similar changes in the future.

### **COUNTY'S REPLY BRIEF**

The County argues the Union claim that the parties had an understanding that the work week would not be reduced is unsupported by the evidence and arbitral law. The County asserts that the fact it had not exercised its contractual right to shutdown Highway Department operations in the past does not give rise to some type of agreement, understanding or practice that it would not do so in the future. The County argues the Union must prove such a practice was unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time. The County argues the failure to exercise a legitimate function of management does not mean the County has surrendered the right to start exercising such a right. The County avers the fact that Highway Department employees have worked a Monday through Friday work schedule in the past without deviation does not establish an agreement, understanding or past practice to the effect that employees are guaranteed a Monday through Friday work schedule. The County concludes it is vested with the contractual right to relieve employees from their duties for legitimate reasons and the contractual right to determine the amounts of services to be provided. The County avers there is no provision in the agreement that limits these rights.

The County also argues the provisions of the collective bargaining agreement should be read as a whole. The County contends reading the collective bargaining agreement as a whole demonstrates there was no violation of the collective bargaining agreement. The County avers it has the management right to alter work hours and work schedules and avers there is no guaranteed work week. The County contends a layoff did not occur and thus Article 6, section B, does not apply. The County also argues unilateral reduction of hours generally do not

violate layoff provisions of a collective bargaining agreement. However, the County points out even if Article 6, section B, does apply to the instant matter no violation occurred because there was no violation of seniority, all employees were relieved of their duties. The County also reasserts that Article 13, section F, is intended to prohibit the County from reducing employees' wages as contained in the wage schedule.

The County also argues that the Union assertion that the County violated Article 23, section A, first raised by the Union in its initial brief, is without merit. The County argues this provision is in accord with the Fair Labor Standards Act and that there is no evidence any employee worked beyond an eight (8) hour day during the two (2) weeks in dispute herein.

The County further argues that the Union contention that the County did not have legitimate reasons for shutting down the Highway Department is also without merit. The County points out Article 6, section B, does not include a "legitimate reason" requirement. The County also contends other provisions of Article 4 grant the County the contractual right to shut down the Highway Department. In any event, the County asserts it had reason to believe the State legislature would enact a levy freeze and thus took action to reduce the budget. The County asserts it took these actions in good faith.

The County argues the Union assertion that the County violated its own policy is also without merit. The County points out this is not a negotiated policy and avers it has the right to alter its own policy if it so chooses.

The County also argues the Union contention that the County acted in bad faith in requiring employees to use vacation or personal holidays is also without merit. The County acknowledges it gave employees the option of using vacation or personal days, if the employee so desired, on the days the Highway Department was shut down. The County also acknowledges that some employees took advantage of this option and some did not. The County avers this option is in accord with Article 10, section B.

### **DISCUSSION**

The Arbitrator does disagree with the County's assertion that there was not a layoff. Clearly there was a temporary termination of Highway Department employees' employment for economic reasons. There was a break in the continuous service of employees. The fact the County choose to shut down operations and reduce its workforce does not make the occurrence any less a layoff. Had the County choose to curtail only a portion of operations it would be required to follow the parties' layoff procedure contained in Article 6, section B. However, the County chose to curtail all Highway Department operations. Thus all employees were laid off. Because all employees were laid off there was no violation of the seniority requirement of this provision. The Union cited LINCOLN COUNTY COURTHOUSE VS. LINCOLN COUNTY in support of its assertion the County violated the collective bargaining agreement. However, therein not all employees were laid off and the Arbitrator concluded the County violated the seniority provisions of the collective bargaining agreement when more senior employees were relived of work and

less senior employees were not. Herein, all employees of the Highway Department were laid off. Because all Highway Department employees were laid off the Arbitrator finds there was no violation of seniority requirements of Article 6, section B.

The Union case is fundamentally an assertion that the County does not have the contractual authority to completely shutdown Highway Department operations. The Union does not point to any provision of the collective bargaining agreement that specifically prohibits the County from completely shutting down operations. The Union does not dispute the County can lay off some employees. Article 4, section E, clearly gives the County the right to lay off employees because of "... lack of work or for other legitimate reasons..." provided it does so in accord with the terms of the collective bargaining agreement. However, there is no specific limitation in the collective bargaining limiting the County as to whether it can lay off only one (1) or all the employees provided it does so because of lack of work or legitimate reasons.

While the Union has raised questions concerning the wisdom of the County's decision, it presented no evidence that would demonstrate the County's actions were not legitimate. The question of whether the County's actions achieved the desired goal of reducing the budget is not the issue but whether it took legitimate actions. Herein the County viewed the actions taking place in the State legislature as having a negative impact on the County's ability to maintain its operations. The fact that the State legislature did not enact the tax levy freeze the County was concerned about or the question of whether the County could have taken other actions to achieve budget reductions does not lead to a conclusion that the County acted in any way that was not legitimate. Herein, had the County chose to reduce the work force simply to reduce payment of overtime, the Union would have a case with some merit. However, there is no evidence that would demonstrate the County did not make its decision to reduce costs on other than the reasons stated in the record, reducing the Highway Department budget because it was concerned it would be faced with a tax levy freeze. While the Union may be correct and this may have been other ways the County could have gained savings, nothing the County did was unlawful. Having no evidence to demonstrate otherwise the Arbitrate finds the County had legitimate reasons to relieve employees of their duties.

The Union has also argued that Article 13, section E, prevents the County from laying off all Highway Department employees. In effect, the Union argues this provision somehow modifies Article 4, section E. However, to give the meaning the Union desires to Article 13, section E, would render meaningless the County's right to relieve employees from duty because of lack of work or other legitimate reasons. It would also in effect create a guaranteed work week. Further, the Union argument is flawed because it argues at one point only some employees should have been laid off and argues at another point that the Highway Department employees' total compensation was reduced by the County's actions. In acknowledging the County has the right to layoff at least some employees the Union recognizes the County has the management right to lay off employees. This is the clear intent of Article 4, section E, and Article 6, Section B. As noted above, if the County has the right to lay off one employee, the County has the right to lay off all employees. Thus, harmonizing the two provisions requires a conclusion that Article 13, section E, does not apply to total compensation but, as the County has

argued, to the wage rates appended to the collective bargaining agreement. To conclude otherwise would render Article 4, section E, meaningless and create the guaranteed work week both parties acknowledge does not exist.

The Union has also argued the County violated its own policy when it laid off the employees. This policy, rendered by the County's County Highway Committee, requires employees to turn in forty (40) hours of regular pay per week. However, the policy must be viewed with regard to the collective bargaining agreement. The collective bargaining agreement grants the right to the County to lay off employees. The collective bargaining agreement also allows employees to take unpaid leaves of absences. The fact the County adopted a forty (40) hour work week policy does not mean the policy precludes the rights the County and employees have under the collective bargaining agreement.

The record also demonstrates that the instant matter is the first time in the memory of the parties that employees have been laid off. The Union argument, however, that this somehow supports its theory that the parties have a past practice not to completely shutdown the Highway Department is without merit. The fact the County has not exercised a right does not mean it waves the right to do so in the future. Employers, because of good economic conditions, may never have had to lay off an employee. The fact the employer has never had to lay off an employee does not mean it has waived its right to ever doing so.

The Union has also argued that the County violated the collective bargaining agreement when it permitted employees to use accrued vacation time in lieu of lost pay. However, Article 10, section B, clearly allows employees to use accrued vacation to cover lost time. Herein, had the County not offered this to the employees it would of violated this provision. Thus the Union argument that the County was attempting to force employees to use vacation at a time not of their choosing is without merit.

Based upon the above and forgoing, and the testimony, evidence and arguments presented, the Arbitrator concludes the County did not violate the collective bargaining agreement when it shutdown Highway Department operations on December 26, 2003 and January 2, 2004. The grievance is therefore denied.

### AWARD

“The County did not violate the collective bargaining agreement when it laid off employees on December 26, 2003 and January 2, 2004.”

Dated at Madison, Wisconsin, this 3<sup>rd</sup> day of March, 2005.

Edmond J. Bielarczyk, Jr. /s/

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Edmond J. Bielarczyk, Jr., Arbitrator

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