

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
**KENOSHA COUNTY INSTITUTIONS EMPLOYEES,
LOCAL 1392, AFSCME, AFL-CIO**

and

KENOSHA COUNTY

Case 288
No. 69694
MA-14708

Appearances:

Mr. Nicholas E. Kasmer, Staff Representative, Wisconsin Council 40, AFSCME, 8450 82nd Street #308, Pleasant Prairie, Wisconsin 53158, on behalf of the Union.

Attorney Lorette Mitchell, Assistant Corporation Counsel, Kenosha County, 912 56th Street, Kenosha, Wisconsin 53140-3747, on behalf of the County.

ARBITRATION AWARD

This arbitration concerns a grievance by Arleen Clark regarding her discharge from employment by Kenosha County. The County raised procedural objections to arbitration relating to both the timeliness of the grievance and the Grievant's standing based on the County's assertion that she was a probationary employee and the parties agreed to bifurcate the proceedings. On June 15, 2010, the undersigned conducted a hearing in this matter addressing the County's procedural objections. On August 12, 2010, I issued an interlocutory award in which I found that Ms. Clark was not a probationary employee at the time of her discharge and that the grievance was timely. This matter was then scheduled for a hearing on the merits, which was conducted on December 6, 2010. The proceedings were not transcribed. The parties filed briefs on January 14, 2011, whereupon the record was closed.

ISSUES

The parties did not stipulate to a statement of the issues.

The County would frame the issue, as follows:

Did the County have just cause to discharge Arleen Clark?

The Union would frame the issues, as follows:

Did the County have just cause when it terminated Certified Nursing Assistant Arleen Clark in August of 2008?

If so, what is the appropriate remedy?

The Arbitrator frames the issues as follows:

Did the County have just cause to discharge Arleen Clark?

If not, what is the appropriate remedy?

PERTINENT CONTRACT LANGUAGE

ARTICLE I - RECOGNITION

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Section 1.2. Management Rights. Except as otherwise provided in this Agreement, the County retains all the normal rights and functions of management and those that it has by law. Without limiting the generality of the foregoing, this includes the right to hire, promote, transfer, demote or suspend or otherwise discharge or discipline for proper cause; the right to decide the work to be done and location of work; to contract for work, services or materials; to schedule overtime work; to establish or abolish a job classification; to establish qualifications for the various job classifications; however, when a new position is created or an existing position changed, the County shall establish the job duties and wage level for such new or revised position in a fair and equitable manner subject to the grievance and arbitration procedure of this Agreement. The County shall have the right to adopt reasonable rules and regulations. Such authority will not be applied in a discriminatory manner. The County will not contract out for work or services or the use of volunteers that will result in layoff or reduction of hours worked by bargaining unit employees

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ARTICLE III - GRIEVANCE PROCEDURE

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Section 3.5. Work Rules and Discipline. Employees shall comply with all provisions of this Agreement and all reasonable work rules. Employees may be disciplined for violation thereof under the terms of this Agreement, but only for just cause and in a fair and impartial manner. Excluding discipline for patient abuse, any employee who has not been disciplined for any reason for a period of three (3) years shall be considered as having a clean record as of the end of such three (3) year period. When any employee is being disciplined or discharged, there shall be a Union representative present and a copy of the reprimand sent to the Union and the employee.

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Section 3.8. Suspension and Discharge . No employee shall be subject to discharge without first sustaining a suspension from work for a period of at least three (3) days. During the suspension period, the County and Union representatives shall investigate and review the circumstances involved and then meet and attempt to resolve the issue. If not resolved and the employee is discharged, the grievance must be filed within five (5) workdays of the notification of discharge and shall be processed beginning at Step 3 of the grievance procedure.

OTHER RELEVANT PROVISIONS

Kenosha County Discipline Policy Report #139

Purpose

The intent of this policy is to ensure that unacceptable conduct and performance issues are addressed promptly and appropriately. It provides employees with notice when performance standards are not met or when standards of conduct are violated. The discipline policy also advises the employee of the action needed to improve the deficiency and a timetable for improvement. Discipline shall be respectful and equitable and discipline measures shall be appropriate to the infraction.

This policy, which applies to all Kenosha County employees, has two main purposes:

- To set guidelines of what the County considers to be minor and major behavior and performance deviations from work rules, and
- To establish procedures for dealing with inappropriate behavior and performance issues.

This policy is based on the premise that when expectations are clear, misunderstandings are few. Recognizing the behaviors that will result in disciplinary action enables us to work together to maintain the standards that make us a high performance organization.

Policy

The art of discipline is intended to be positive in nature and attempts to correct unacceptable employee actions. This attempt may include counseling sessions, personal improvement plans, and other help with the purpose of improving the behavior of an employee that may be detrimental and disruptive to the effective operations of a department, division and/or work program.

In the process of trying to assist the employee to resolve problems and improve his/her behavior, corrective action may be necessary. This corrective action may include discipline.

Progressive discipline is usually a series of disciplinary actions, corrective in nature, starting with verbal or written reprimand. Each time the same or similar infractions occur, more stringent disciplinary action takes place. It is important when invoking progressive discipline, that each time disciplinary action is contemplated, it must be definitely established that an infraction did occur which is organizationally inappropriate. To definitely establish that an infraction did occur means that a supervisor must be able to sufficiently substantiate the occurrence of any infraction.

After the infraction has been established, then an assessment of the type of corrective action required is made, taking into account the previous disciplinary actions that have been taken, if any. It does not necessarily mean that an employee is required to violate the same rule or have the same incident occur in order to draw upon previous corrective disciplinary actions.

If there is a general pattern in the employee's behavior previous disciplinary actions can be used in determining the next level of progressive discipline. When there is a series of minor infractions and where there have been several verbal reprimands, written reprimands or suspensions occurring over a period of time the previous disciplinary actions can be included and used in determining the next level of progressive discipline. If past behavior relates to the present problem, past actions should be taken into consideration.

Where the County believes there has been a serious offense, suspension and/or termination may be the first and only disciplinary step taken. Any step of the disciplinary process may be skipped at the discretion of Kenosha County after investigation and analysis of the total situation, past practice, employee's record and circumstances.

Upon taking any disciplinary action, with the exception of discharge, the employee must be notified at the time that any continued involvement in that particular negative behavior will result in progressive disciplinary action up to and including discharge. The various levels of discipline are: verbal reprimand, written reprimand, suspension, demotion and discharge.

Procedure

All disciplinary actions must be sent to the Division of Personnel for approval prior to being issued, and, after all signatures have been obtained for recording and retention in the employee's Personnel file. A copy is given to the union representative who must be present at the time the discipline is issued. The Division of Personnel will keep logs of all disciplinary actions taken and the infraction that caused the discipline. These logs then form the basis of the uniform application of discipline in the future.

Levels of Disciplinary Action

Verbal Reprimand

A verbal reprimand defines an inappropriate action or omission which includes a warning that the incident is not to be repeated. A verbal reprimand, when required, shall be given orally by the employee's immediate supervisor. The reprimand should be given in a private meeting. Verbal reprimands must be documented for the personnel file in order to substantiate the start of progressive discipline. The documentation should be recorded on the disciplinary form. The employee must be told clearly, as required at other disciplinary levels, what the infraction is, how to correct the problem and explicitly inform the employee what further disciplinary action may result for failure to comply with the recommended corrective action.

Verbal reprimands will remain valid for six (6) months. Examples of first offense verbal reprimands (but not limited to those listed) are:

- First late arrival (tardy) for scheduled shift
- First time extending the length of your break or lunch period
- Isolated mistake with minor consequences or a job duty is done incorrectly
- Failure to complete and submit accident and sickness benefit forms on time

Written Reprimand

A written reprimand may follow one or more verbal reprimands issued to an employee for a repeated offense. A verbal reprimand need not precede a written reprimand. A written reprimand should be used for repetition of an offense that originally caused a verbal reprimand. Infractions of a more serious nature may be discipline initially for a written reprimand. The written reprimand shall be issued to the employee by the immediate supervisor in a private meeting. The immediate supervisor shall inform the employee of any past verbal reprimands issued to the employee for similar infractions. The supervisor shall explain the reasons for the issuance of the written reprimand; again, suggestions for correcting the behavior are issued together with a warning of what discipline, up to and including dismissal may be taken in the future if behavior or performance does not improve.

Written reprimands will remain valid for one year. Examples of first offense written reprimands (but not limited to those listed) are:

- Inappropriate or rude interaction with a member of the public such as a raised voice, sarcastic comments, or impatience
- Failure to show up for a scheduled shift
- Insubordination such as talking back to a member of management
- Lack of adherence to performance standards
- Repeatedly failing to complete and submit accident and sickness benefit forms on time.

Suspension

A suspension is a temporary removal of the employee from the payroll. A suspension may be recommended when lesser forms of disciplinary action have not corrected the employee's behavior. Suspension may also be recommended for first offenses of a more serious nature. A suspension will remain valid for an employee's entire length of employment.

Suspension may be imposed on an employee for repeated offenses when verbal reprimands and written reprimands have not brought about corrected behavior, or for first offenses of a more serious nature. Examples of some of the more serious infractions (but not limited to those listed) are:

- Major deviations from the work rules, including a violation of safety rules
- Having any measurable level of alcohol while on the job
- Falsification or misuse of time sheets or records
- Fighting

- Excessive absenteeism
- Theft or any form of dishonesty
- Harassment
- An incident of verbal abuse to a member of the public, co-worker, management, or an individual in the County's care, custody, or control.

The number of days recommended for suspension will depend on the severity of the act. Commission of the above offenses may also result in a recommendation for discharge.

Discharge

Discharge may be recommended for an employee when other disciplinary steps have failed to correct improper action by an employee, or for first offenses of a serious nature. Examples of some of the more serious infractions (but not limited to those listed) are:

- Having any measurable level of alcohol or drugs while on the job
- Possession of an unauthorized weapon or fire arm while on the premises
- Insubordination
- Physical or sexual assault
- Theft of County property or funds
- Sleeping while on duty
- Off duty misconduct
- Sexual harassment or discrimination
- Acts of fraud or dishonesty
- Consistently failing to meet performance expectations
- Isolated mistake with major consequences or potential liability.

Internal Review

Before any of the following disciplinary actions may be taken, the system of internal administrative review described below will be followed to insure that the discipline system is utilized in a uniform and equitable manner:

- a) Suspension of two or more working days
- b) Discharge

The following system shall be adhered to:

a. Employee Infraction of Rules, including continued failure to meet performance:

Standards:

- Department Head or Supervisor investigate situation
- Employee is provided with notice of investigation and his/her rights including the right of union representation and Garrity warning (if applicable)

b. Due Cause Meeting

- Due cause meeting held with the Director of Personnel
- Department Head and Supervisor will review results of investigation and recommend level of discipline. A maximum level of discipline will be set in the due cause meeting, based on equitable and uniform discipline Countywide.

c. Written Notice to Employee:

- The employee is informed in writing of the charges brought, his/her rights (right to union representation and right to an open meeting), and the date, time and place of a pre-disciplinary meeting to discuss the charges.

d. Pre-Disciplinary Meeting:

- Conducted by Department Head
- Supervisor involved attends
- Personnel Director attends
- Employee and representative of his/her choosing attends
- Witnesses may be called by the department or by the employee. Such witnesses will be provided the time off from work to appear at the pre-disciplinary meeting
- Charges will be discussed, with ample time for a complete presentation of charges and for rebuttal and defense by the employee.

e. Results of Pre-Disciplinary Meeting

As a result of the discussion, facts and material presented in the pre-disciplinary meeting, the Department Head may:

- Take disciplinary action as determined in the due cause meeting
- Reduce the level of disciplinary action determined in the due cause meeting or;
- Take the matter under advisement for no longer than five (5) working days.

In no event shall the level of disciplinary action taken be greater than the maximum determined in the due cause meeting.

f. Written Notice to Employee

Written notice of disciplinary action to be taken shall be given to the employee and the union representative, stating effective date and time of action.

g. Appeal Procedure

Employees may appeal the disciplinary action issued by the department directly to the Administrative Committee of the County Board.

BACKGROUND

Arleen Clark, the Grievant herein, was hired by Kenosha County on February 26, 2008 as a part-time Certified Nursing Assistant (CNA) at Brookside Care Center. During her employment she was assigned to the 3rd shift and normally worked from 11:00 p.m. to 7:00 a.m. Under the terms of the collective bargaining agreement, she was subject to a probationary period of the earlier of 60 scheduled days worked or 5 calendar months. On June 19, 2008, Clark entered into an agreement with the County and the Union to extend her probation "...an additional 30 working days from 6/20/08." Her probation was extended due to one incident of absenteeism. Beyond that incident, Clark's performance evaluations showed normal progress and she appeared to have been considered a satisfactory employee by her supervisors.

In late August 2008, some of the other CNAs began calling the Director of Nursing, Geraldine Kapplehoff and complaining about Clark's performance and also 3rd shift supervision. Kapplehoff responded by calling a meeting of the 3rd shift staff on August 18 to discuss their issues. Clark was not informed of the meeting and did not attend. At the meeting, the other CNAs discussed their concerns about the supervision on 3rd shift and then began listing their complaints about Clark. Their accusations included failure to answer patient call lights, taking excessive and overly long breaks, refusing to do certain tasks when asked and being verbally abusive to her co-workers. On the strength of these accusations Kapplehoff determined to dismiss Clark, whom she believed to still be a probationary employee. She asked

the CNAs to provide written statements listing their complaints in order to provide supporting documentation for the discharge.

At the end of her shift on August 20, 2008, Clark was called to a meeting with Kapplehoff, 3rd Shift Supervisor Karen Mader-Border and Union Vice President Kathy Million, wherein she was advised that she had not passed her probation and was being discharged. Clark disputed the fact that she had not completed her probation and asked for an explanation for the discharge. Kapplehoff told her, "You just don't fit in." Kapplehoff did not tell Clark of the August 18 meeting or the specific allegations against her, nor did she reveal the existence of the written statements from the other employees to either Clark or the Union representative.

Clark later met with Diane Yule, the Assistant Director of Personnel Services, to protest her termination. Yule spoke with Kapplehoff and was informed that Clark had not passed probation. Yule then reviewed Clark's file and also came to the conclusion that Clark had not passed probation. She advised the Union of her findings. As a result of Clark's failure to pass probation, the Union did not immediately file a grievance regarding Clark's termination.

In January 2009, Clark filed a complaint against the County and the Union with the Equal Employment Opportunities Commission alleged she was wrongfully terminated. At the end of January, Buchholz informed Union Representative Nick Kasmer of the complaint. Kasmer received a copy of the complaint in February 2009 and thereupon requested copies of the master calendar and payroll documents from the County, which were provided. After reviewing the calendar and payroll documents with Union officials, Kasmer determined that Clark had, in fact, completed her probation and the Union filed a grievance over her termination on March 11, 2009. The County denied the grievance and the matter proceeded to arbitration. The County raised procedural objections to arbitration based on Clark's failure to pass probation and the untimeliness of the grievance. The parties agreed to bifurcate the proceeding and the procedural objections were addressed in the first phase of the arbitration. The undersigned determined that Clark had completed her probation and that the grievance was timely and the matter proceeded to a hearing on the merits. Additional facts will be referenced, as necessary, in the **DISCUSSION** section of this award.

POSITIONS OF THE PARTIES

The County

The County concedes that a discharge of a non-probationary employee must be based upon just cause, but asserts that just cause existed for its discharge of Arleen Clark. It bases its argument on the seven tests for establishing just cause articulated by Arbitrator Carroll Daugherty: 1) was the employee put on notice that her conduct could lead to discipline, 2) was the rule in question reasonably related to the safe, orderly and efficient operation of the employer's business, 3) did the employer make an effort to discover whether the employee had committed the alleged acts or omissions, 4) was the employer's investigation fair and

objective, 5) did the employer obtain substantial proof of the employees guilt, 6) were the employer's rules applied even-handedly and without discrimination and 7) was the degree of discipline in keeping with the seriousness of the offense? *GRIEF BROS. COOPERAGE CORP*, 42 LA 555 (Daugherty, 1964)

The County determined that Clark had broken numerous rules including loafing, sleeping on the job, lying, failing to answer patient call lights and not cooperating with fellow employees. Clark was not given these reasons when she was terminated because she was considered to be probationary, but the evidence is clear that she committed these acts. She had previous discipline for absenteeism and was aware that, as a probationary employee, she was subject to possible discharge. Gerri Kapplehoff, the Director of Nursing became aware of Clark's deficiencies from other employees and called a team meeting to discuss the problems on third shift. At the meeting, which Clark did not attend, the other employees told her of incidents where Clark did not answer call lights, shirked work and was openly hostile to her co-workers. There is no evidence that Clark was treated unfairly or that the rules were applied to her differently than toward other employees. Clark was a part-time "float" employee whose responsibility was to answer call lights promptly. Failure to do so created unnecessary risk for the Health Care Center patients. As such, the County was well within its rights to terminate her. There was just cause for termination and the grievance should be denied.

The Union

The Union asserts that there was not just cause for Arleen Clark's termination. The facts do not support termination and, if any discipline at all is warranted, it is something less severe. Because discharge is the most drastic penalty that can be imposed, the employer has the burden to establish its case by clear and convincing evidence. The Union also refers to the Daugherty standards for establishing just cause and asserts that if any of the criteria is found wanting the discharge must be reversed.

The facts do not support discharge because the evidence regarding her conduct is conflicting and, even if established, only reveals the existence of minor misconduct. Three of the CNAs who attended the August 18 meeting testified that it was called to address third shift staffing and supervision, not Clark. The issues surrounding her were only raised tangentially. Indeed, if Clark was the reason for the meeting, it is odd that she was not invited or informed of it. The evidence about Clark's performance is also conflicting. Clark was given performance evaluations as late as August 14 that showed she was meeting expectations, yet she was terminated on August 20. The CNAs also did not agree on what, if any, performance problems Clark had. Some had no problem with her. Others related various problems, but were not consistent in their stories. It also became clear that as a "float" employee Clark was to assist in answering call lights, but was not responsible for answering all lights or handling the duties of other employees. The testimony regarding her sleeping on the job and being responsible for the falls of three patients is speculative, at best. She was never charged with being responsible for these incidents and her license was never suspended or revoked by the state.

It also must be noted that Clark was never informed of any performance concerns by her supervisor. Even though some of the allegations were reported to supervision, nothing was said to Clark, indicating that these matters were not considered to be worthy of follow-up. As to the incident when Clark was alleged to have failed to answer a page, the evidence shows that she was caught in a bind because she was given conflicting orders by two different RNs. Clark was unable to respond to both orders, so elected to follow the last order she had received. Had she failed to do so, and left the patient she was attending, the patient might have had an accident, for which Clark would have been responsible.

When Clark was terminated, she was only told that she “did not fit in.” When she asked for more detail, none was given. Kapplehoff supposedly had written statements from other employees about Clark, but did not reveal their existence. Not fitting in is not just cause for discipline. This calls into question the motive behind the termination, especially when the records show an employee who was performing adequately and making improvement. If, therefore, the arbitrator finds just cause for discipline the appropriate level of discipline is something less than termination. Just cause requires progressive discipline. Indeed, the County’s own discipline policy calls for progressive discipline and states that the employee must be warned of the disciplinary consequences of her behavior. None of this was followed here. The Union concedes that the County believed that Clark was a probationary employee, but this error does not permit the County to terminate her without following progressive discipline. The grievance should be sustained.

DISCUSSION

Having determined in the first proceeding in this matter that the grievant herein, Arleen Clark, was not a probationary employee at the time of her termination, I now turn to the question of whether there was just cause for discharge, as required by Sections 1.2 and 3.5 of the collective bargaining agreement. In their briefs, the parties have both cited the seven standards articulated by Arbitrator Carroll Daugherty as establishing a basis for determining the existence of just cause for discharge. See: ENTERPRISE WIRE CO. 46 LA 359 (Daugherty, 1966) In my view, the Daugherty standards can be reduced to an inquiry into whether the employee committed the acts or omissions for which she was disciplined and whether the employer was justified in imposing the penalty it did. Also included in the analysis are considerations of due process in the way the investigation and discipline were handled QUALITY CARRIERS, INC., A-6416 (Emery, 3/11)

Here, the circumstances under which the discharge occurred are unusual because at the time of the events set forth herein the County was laboring under the misperception that Clark was a probationary employee and therefore was not entitled to a just cause standard. Arbitrators have typically held, however, that once an employee has passed probation the just cause standard applies, even where the employer mistakenly believes that the employee is still on probation. AVIS RENT-A-CAR SYS., 107 LA 197 (Shanker, 1996) Notwithstanding the fact that she had passed probation, however, the County believes that it had just cause under the circumstances to terminate Clark. I disagree.

In this case, the County has unilaterally established a discipline policy setting forth a process for handling the discipline of non-probationary employees. This policy upholds the concept of progressive discipline, sets forth the types of conduct that warrant various forms of discipline under the progression and articulates the due process protections that must be provided before discipline may be imposed. Once she passed probation, Clark was entitled to application of the various aspects of this policy and I find that, on this record, the County failed to conduct an adequate investigation, denied Clark the opportunity to respond and failed to apply the principles of progressive discipline in discharging her. Accordingly, the discharge must be remitted.

Clark was discharged after the Director of Nursing, Geraldine Kapplehoff, received complaints from other employees about Clark's performance. Kapplehoff's investigation consisted of meeting with the employees to hear their complaints and obtaining written statements from them supporting their allegations. She did not meet with Clark to discuss the complaints, inform her that she had the statements from the other employees, or provide them to her. Kapplehoff also did not meet with the Personnel Director prior to the dismissal, conduct a pre-disciplinary meeting or explain to Clark the reasons for her discharge, which are all required steps under the discipline policy. She simply held a meeting with her and a Union representative wherein she said that Clark was being terminated because she had failed to pass probation and "she did not fit in."

The disciplinary policy requires that there be an extensive internal review before a regular employee may be disciplined. This requires, among other things, that the employee be provided with notice of the investigation and her rights, that a due cause meeting be held between the Department Head and the Director of Personnel to determine the appropriate level of discipline, that the employee be informed of the charges brought, that a pre-disciplinary meeting be held, including the employee, the Department Head, the employee's supervisor and the Personnel Director wherein the employee is afforded an opportunity to respond and rebut the charges, that the employee receive written notice of the County's proposed action and that the employee be given an opportunity to appeal the action to the Administration Committee of the County Board. None of these steps were followed. Kapplehoff made the determination to discharge Clark on her own and the Personnel Director was not apprised of the decision until after the fact. No due cause or pre-disciplinary meetings were held and Clark was never advised of what the charges against her were or what rights she had to respond. These deficiencies deprived Clark the basic due process to which she was entitled and denied her fair notice and an opportunity to defend herself. These protections are central to any understanding of due process in an employment discipline context. Theodore St. Antoine, *Common Law of the Workplace* §6.13 (1998).

What is more, in my view the types of misconduct of which Clark was accused, even if proven, do not rise to the level of dischargeable offenses under the County's policy. The statements and testimony of the other employees were to the effect that Clark was uncooperative, took excessive smoking breaks, did not readily answer call lights and would try to avoid work. CNA Rachel Wasinack reported that on one occasion she saw Clark with her

head on her arms “as if she was sleeping” while on duty, but testified that she did not check to see if Clark was actually sleeping. With the exception of the sleeping on the job allegation, most of these allegations rise to the level of performance issues which would ordinarily warrant a written reprimand, at best, in an effort to improve her performance. None would merit termination under the County’s standards. The sleeping allegation was more serious, but the evidence on that point was so equivocal – one witness who thought she appeared to be sleeping, but did not check - that it would not support just cause for what was, in effect, a summary discharge, especially since no effort was made to get Clark’s side of the story.

I note for the record that none of the foregoing is intended to suggest that the County acted in bad faith with regard to Clark’s termination. Kapplehoff’s peremptory handling of the matter was, perhaps, unkind, but it is my impression that throughout the process the County believed, in good faith, that Clark was a probationary employee. As such, she would not have been entitled to the just cause protections afforded by the collective bargaining agreement and the County proceeded accordingly. Nonetheless, as noted above, the County’s erroneous assumptions, and actions taken thereon, while understandable under the circumstances, do not excuse its failure to follow the requirements of the contract and its own discipline policy.

For the reasons set forth above, therefore, and based upon the record as a whole, I hereby issue the following

AWARD

The County did not have just cause to discharge Arleen Clark. As and for a remedy, she shall be forthwith reinstated to her former position, with back pay from the date of discharge at the rate to which she would have been entitled as a regular, non-probationary employee, along with any other benefits to which she would otherwise have been entitled.

The arbitrator will retain jurisdiction for an additional thirty (30) days in order to resolve any issues that may arise in the implementation of this award.

Dated at Fond du Lac, Wisconsin, this 14th day of April, 2011.

John R. Emery /s/

John R. Emery, Arbitrator

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