

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of Final and Binding Arbitration Between

THE CITY OF FOND DU LAC

and

THE FOND DU LAC PROFESSIONAL  
POLICEMEN'S ASSOCIATION

City of Fond du Lac  
WERC Case XXV  
No. 18515 MIA-125  
Decision No. 13183-A  
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HEARING. A hearing was held on January 16, 1975, on the above titled matter at the City-County Safety Building, Fond du Lac, Wisconsin.

APPEARANCES. For the Union:

DENNIS W. HERRLING, Attorney, HERRLING, HAMILTON & SWAIN, 319 N. Appleton St., Appleton, Wisconsin 54911

For the City:

NEIL M. GUNDERMANN, Industrial Relations Consultant for Public Employers, 6617 Seybold Road, Madison, Wis. 53719

WILLIAM WAGNER, Director of Personnel, City of Fond du Lac, 601 E. 2nd St., Fond du Lac, Wis., 54935.

THE ISSUE. This is a proceeding under Section 111.77 (4) (b) of the Municipal Employment Relations Act of the State of Wisconsin in which the Arbitrator is to consider the final offers of the parties. There is one issue, that of residency of professional policemen employed by the City of Fond du Lac. The final offer made by the Fond du Lac Professional Policemen's Association is as follows:

"RESIDENCY

"The residency requirement for members of the bargaining unit, the contract be amended to establish a residency requirement of not more than fifteen (15) miles of the police station."

The final offer of the City of Fond du Lac is stated as follows:

"That employees of the Fond du Lac Police Department must reside within the corporate limits of the City of Fond du Lac."

BACKGROUND. The City of Fond du Lac and the Fond du Lac Professional Policemen's Association, in negotiating an agreement to take effect in 1975, reached an impasse and filed a stipulation with the Wisconsin Employment Relations Commission requesting the Commission to initiate compulsory final and binding arbitration pursuant to "Section 111.77 (3) (b)" of the Municipal Employment Relations Act to resolve the impasse. The Commission on November 27, 1974, found that an impasse existed and ordered final and binding offer arbitration. The parties selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator.

The parties had previously entered into a two year agreement covering the years between 1973-1974, and at the time of negotiating this agreement, the Association asked for the first time for the right of policemen to live outside the corporate limits of the city. At that time the Council of the city did not accede to the request and the agreement went into effect without the provision. The Association raised it again in this negotiation.

According to the testimony of the City, the City of Fond du Lac Police Department issued work rules in 1945 which required employees of the Police Department to live within the corporate limits of the City. The City states that this rule was as follows:

"Section 8. Members of the Department shall reside in the City of Fond du Lac and shall not leave the City without the permission of the Chief of Police, except when on duty in the immediate pursuit of a criminal, when on vacation, or as otherwise provided in these rules."

The City states that on July 26, 1956, the City Council published an ordinance on residency of employees, of which the following is a part:

"No person, not being a bona fide resident of the City of Fond du Lac, Wisconsin, shall as of December 31, 1956, remain in the employ of, or be thereafter employed by, the City of Fond du Lac, Wisconsin."

The City states that in 1964 the following ordinance was adopted and is in effect now:

"3.25 RESIDENCE REQUIREMENT. (1) No person, not being a bona fide resident of the City of Fond du Lac, shall remain in the employ of the city or any department thereof, including the Water and Parking Meter Utilities.

"(2) (temporary; expired)

"(3) Non-resident probationary employees, upon receiving permanent employment, shall within 90 days from the date of such appointment, become bona fide residents of the city. Failure so to do shall vacate such appointment and terminate such employment at once.

"(4) No condition or provision of this section shall be altered or modified except by a 3/4 vote of the entire membership of the City Council at a regular meeting thereof. (#390)".

It is this ordinance as applied to Policemen which the Association seeks to eliminate.

According to the Brief of the City, the City held that this issue was not negotiable and therefore not subject to arbitration. Subsequently the parties agreed that residency was a negotiable item. Arbitrators for the Wisconsin Employment Relations Commission have held that this issue is subject to negotiation.

The event of the issue going to final and binding arbitration was reported in the Fond du Lac Reporter, January 14, 1975. The following excerpts from this news item, introduced as an exhibit by the Association, are pertinent here:

"At issue is a 1967 city ordinance requiring all city employees to live within the corporate limits of the city. Wagner (William Wagner, Director of Personnel) said that while many communities have had such ordinances on the books since the horse and buggy days, it appears that Fond du Lac never adopted such a rule until 1967.

"The personnel director said there are several philosophies behind residency requirements. He said that one argument for residency stems from the pre-auto days when cities wanted their policemen and firemen to live near fire and police stations. Another philosophy emerged during the depression, when communities resolved to only give available jobs to city residents.

"The third philosophy related by Wagner, and probably the most relevant in 1975, is that if a man is to be hired to protect a community he should be part of the community he is protecting.....

"Wagner said that if the residency requirement is waived by the arbitrator, the council could question whether or not an arbitrator has the right to overrule a local ordinance established by the elected representative of the citizens....

"The Professional Policemen's Association would also have the opportunity to question the arbitrator's decision, even though by nature of the hearing and the request by Local 12 his decision will be final and binding.

"Neither the county nor Joint School District No. 1 have rules requiring that employees live within their boundaries."

Reference was made by the parties in the hearing to an arbitration award involving the City of Manitowoc and the Manitowoc Police Department Patrolmen, Local 731, AFSCME, AFL-CIO, WERC Case XX, No. 17501 MIA-81, Decision No. 12572-A. In this matter, the arbitrator originally took two issues in dispute and settled them as being separate and not part of a final "package." One issue involved the question of residency, in which the police officers wanted to live outside of the City of Manitowoc. The other issue involved a request by the patrolmen that the City contribute \$10.00 more to their pension fund.

In his initial award the arbitrator held that the employees should not live outside the city and that the city should make the \$10.00 a month contribution. The parties then asked him to consider the issues as a package under Section 111.77 (4) (b), and the arbitrator then accepted the Patrolmen's final offer as the most equitable, and this offer included the right to reside outside of the city. The amended award is dated July 8, 1974.

THE ASSOCIATION'S POSITION. The Association holds as a fundamental position that an employee has a fundamental right under the Federal Constitution to live where he or she chooses, not only outside of a city, but freely within a state or across its borders. It cites a decision of the Supreme Court of New Hampshire, Donnelly Vs. The City of Manchester, 274 A. 2d 789 (1971), in which the Court criticized an ordinance restricting the residency of a city employee in the following terms:

"The right of every citizen to live freely where he chooses and to travel freely not only within the State but across its borders, is a fundamental right which is guaranteed both by our own and the Federal Constitutions."

Further the Association quotes this paragraph:

"There is no question but that the Manchester Ordinance places a restriction on a fundamental right of its employees to live where they wish. This being so the ordinance can be upheld only if the requirement that the employee live within the City serves a public interest which is important enough to justify the restriction on private right."

And,

"It has been argued that those who are employed by the city should help support the cost of their employment by contributing to the economy and to its tax base. But employees of the city earn their salaries and any government interest in compelling them to be residents for whatever financial benefit there may be to the City is slight compared to the important interference with their private rights."

The Association notes that the City did not contend in bargaining sessions that the City would suffer a monetary loss, nor did a Councilman as a witness express a fear that the City would suffer a large loss through Policemen moving out of the City.

The Association holds that the essence of the City's argument was merely that if an employee earned his money in the city, he ought to live in the city; and that if employees lived in the city, they would be less likely to ask for exorbitant wages.

The Association rejects the City's argument that residency in a city means that the employee will be more available for duty in off-hours. The Association states that there are no policy rules, or regulations requiring a police officer to make himself available.

A witness for the Association stated that off-duty extra duty did not occur frequently and that the city tended to work shorthanded when officers were sick or on vacation.

The Association holds that under its proposal police officers would have easy access to the police station if they lived out of the city, access as good as in Milwaukee. They assert that travel time to the station is short and that the road system around Fond du Lac is good even in inclement weather. Only the presence of freight trains on the west side of the city might be a factor in impeding quick access.

The Association notes that there is an unincorporated area completely surrounded by the City of Fond du Lac itself, and yet under the present rules an officer may not live in this area which is relatively near to the police station.

The Association holds that the City merely advanced an antiquated argument for officers to live in the city, based on the conditions of the horse and buggy days, and no specific need for officers to live in the city was established.

The Association notes that the nearby City of Oshkosh has required police officers to live within the city school district, but this rule has not been enforced. These school district boundaries do not coincide with the city boundaries.

The Association states that the City of Appleton and the City of Janesville do not require residency for officers. It notes that in Manitowoc an arbitrator's decision and a court decision permit the employees to live outside the city limits.

The Association holds that the City of Sheboygan gives lip service to residency and has made four exceptions.

According to the Association, the City of Neenah has requirements for members of the Police and Fire Departments to live within the school district. Further Neenah was compelled by a decision in binding arbitration to reinstate a sanitation department employee who moved outside of the city.

In Clintonville an examiner of the Wisconsin State Employment Relations Commission required the reinstatement of a policeman and bargaining on the residency requirement.

The Association notes that in a list of sixteen municipalities, fourteen of the municipalities do not have residency requirements in the collective bargaining agreements.

The Association holds that the loyalty of the police officers to the city government can not be questioned because they have demonstrated that they are loyal by long years of service and devotion to their work. They are being deprived by an outmoded and unreasonable ordinance from taking advantage of the recreational land nearby the city or from freeing themselves from the confines of the urban environment.

The Association holds that for the foregoing reasons the offer of the Association to amend the contract requiring residency within 15 miles of the police station should be adopted.

THE CITY'S POSITION. The City holds that there are four basic reasons for its requirement that police officers live within the corporate limits of the City. These are:

1. The City has the right to establish qualifications for police officers.
2. The residency requirement is not discriminatory.
3. The rule relating to residency is based in part on the availability of employees.
4. The residency requirement as established by the City has a compelling state interest.

With respect to the right to establish qualifications for police officers, the City holds that under Chapter 66 of the Wisconsin Statutes the City has the right to establish qualifications for police officers and residency is one such qualification.

According to the City, Courts are reluctant to strike down residency requirements if the city has the statutory authority to establish such requirements. The City cites Marabuto v. Town of Emeryville (183 Ca App 2d 406, 6 Cal Rptr 690 Dist Ct. App 1960) where residency in the community for policemen, embodied in an ordinance, was reasonable because of the essential nature of their duties. The Court noted that where municipalities have the right to establish residency requirements, courts should be extremely reluctant to overrule such requirements. The City holds that the same principle should apply in the instant matter.

Concerning residency requirements, the City points to the fact that city employees of the City of Fond du Lac have been required at least since 1956 to reside in the city. Employees at the time of hiring were told that this requirement existed, and it is now not being imposed as something additional.

The City also rejects any implication that the City had knowledge of the failure of employees to comply with the regulations on residency, and that the City condoned violations of such regulations.

Concerning the availability of employees, the City holds that one purpose of the rule is to assure the availability of officers during inclement weather. The City holds that if the employees lived outside of the city, their availability would be questionable. If they resided in the city and had difficulty in getting to work, they could be picked up.

The City also holds that it would be patently unfair for the City to require some officers to remain on their shifts because others living outside the city can't get to work.

The City acknowledges that it does not always replace officers, ill or on vacations; but at least in these circumstances, the City can arrange for coverage. The City holds that an Association witness, Lt. Lemcke, showed that police officers are needed in inclement weather. If the officers live outside the City, their availability may be seriously affected by inclement weather.

Concerning the claim that the residency requirement of the City has a compelling state interest, the City holds that its most persuasive argument is the existence of a compelling state interest to have police officers reside in their own city. The City cites a case, Detroit Police Officers Association v. the City of Detroit (385 Mich. 519, 190 N.W. 2d 97, 1971, appeal dismissed 405 U.S. 950, 1972), in which the Court held that there was a special relationship between a community policed and its police by the fact that the presence of the policeman in the city provides a trained person available for law enforcement at all hours.

The City, citing the same case, also holds that by having the policemen as residents, it will promote "trust, confidence and fraternity" between the people and their department.

The City also holds that having police officers reside in a community is a deterrent to crime in the community, and cites in support Krzewinski v. Kugler (338 F. Supp. 492 D.N.J. 1972) in support. The City says that many citizens know police officers personally and that the officers would be recognized when off duty.

The City further argues that police officers residing in the city would get valuable leads on information, and states that the testimony of Captain James at the hearing supported this contention.

The City says that while it does not expect a mass exodus of officers, if the Association's view were to prevail, nevertheless in the future more officers would probably decide to live outside the city.

The City is also concerned about the economic impact of public employees living outside the city. The City states that according to the Wisconsin Department of Revenue, approximately 25% of monies collected on state income tax and motor vehicle registration are returned to the community in which an individual paying these taxes lives.

Another loss to the City would occur if the employee owned a home outside of the city instead of within the city limits.

According to calculations in the City's brief, the average tax bill is \$463.29 on an average valuation for residences of \$18,334. Of this bill of \$463.29, 38.2% or \$176.98 is utilized for city services. This amount would be lost if a public employee lived in his own home outside of the city instead of the city, as an average.

The City holds that while the amount may not be significant, yet the principle is. The City holds as a principle that an employee who is compensated from the resources of the community should reside in the community and expend his resources in the community.

The City also holds that if employees live outside of the city, they will expend money outside of the city and the city government will lose on sales tax receipts which are returned to the city government.

The City further holds that the Association gave no compelling reason why the police officers should live elsewhere. According to the City, the Association did not argue for example that adequate housing at a reasonable cost could not be secured within the city limits, nor that the schools, were inadequate, nor that an unreasonable burden was placed on the officers.

The City cites the case of the Manitowoc arbitration decision, described earlier, City of Manitowoc v. Manitowoc Police Department Patrolmen, Local 731, AFSCME, AFL-CIO, in which the arbitrator issued an award and then an amended award.

The City says that in his initial determination the arbitrator addressed himself to two issues separately. One of these was the issue of whether the policemen could live outside the city. The City of Fond du Lac Brief notes that this arbitrator when he considered the issues separately, held that the City of Manitowoc was not unreasonable in requiring the police officers to live in the city of Manitowoc.

The City of Fond du Lac Brief notes that this award was defective because the arbitrator did not treat the matter as a package, and when he did, he held for the Patrolmen's union, without detracting from his rationale on residency.

The City objected to the introduction in the Brief of the Union of certain exhibits known as "A" to "E" which contained evidence about practices of other cities with respect to residency. This arbitrator admitted the exhibits and asked the City to rebut by letter or Brief.

The City makes the following points in reply:

- An exhibit A which deals with cities in which no reference is made to residency in the contract is not significant since most residency requirements are stated in ordinances rather than in a contract.

- Milwaukee, Madison, Superior, West Allis, Wisconsin Rapids, Menasha, Stevens Point, Sheboygan, DePere, Green Bay, and Wausau have residency requirements, and this does not exhaust the list of cities with such requirements.

- In 1970 the City of Toledo required residency for police, and San Francisco did so in 1971.

DISCUSSION. Section 111.77 (6) of the Wisconsin Statutes requires the arbitrator to consider the following factors in reaching a decision on final and binding awards for employee disputes involving firemen and policemen:

"(a) The lawful authority of the employer.

"(b) Stipulation of the parties.

"(c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

"(d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with wages, hours and conditions of employment of other employees performing similar services and with other employees generally.

"1. In public employment in comparable communities.

"2. In private employment in comparable communities.

"(e) The average consumer prices for goods and services commonly known as the cost of living.

"(f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment."

Items (d), (e), (f), (g) are only peripherally involved in the issues here, and the principal discussion will take place on the other items, and on the issues as they relate to these items.

1. The lawful authority of the employer. The issue of the lawful authority of the employer is raised here by the Association on the ground that an imposition of a rule requiring residency within a municipality as a condition of employment is an unconstitutional exercise of municipal powers. The Association cites the case of Donnelly v. City of Manchester, supra, in which the Court said that a city restriction on residence was among other things a violation of a federal right of employees to live where they wish.

As a counter, the City holds that setting a residency requirement for policemen is a power conferred on the City by Chapter 66 of the Wisconsin Statutes, which confers the power to establish qualifications for police. The City cites the California case in which the Court supported a residency ordinance (Marabuto).

In a recent case, Ector v. City of Torrance, Supreme Court of California in Bank, 514 P 2d 433, 10 Cal 3d 129 (Cal Rep 109-849) the Court held that a city charter requirement that city employees live within the city has a substantial relationship to one or more legitimate purposes, and does not violate equal protection.

Other cases similarly upholding residency requirements for employees are Detroit Police Officers Association, supra, which was dismissed on appeal by the Federal Supreme Court for want of a substantial federal question (405 U.S. 950, 82 S. Ct. 1173, 31 L. Ed. 2d 277); Hattiesburg Firefighters Local 184 v. City of Hattiesburg (miss. 1972) 263 So 2d 767; Williams v. Civil Service Commission of City of Detroit (1970) 383 Mich 507, 176 N W 2d 593, 596-598; Mercadante v. City of Paterson (1970), 111 N. J. Super 35, 266 A 2d 611, appd per curiam (1971), 58 N W 112, 275 A 2d 440; Salt Lake City Firefighters Local 1645 v. Salt Lake City (1969), 22 Utah 2d 115, 449 P 2d 239, 240; Kennedy v. City of Newark (1959) 29 N. J. 178, 1484, 2d 473, 475-476.

In the last case, Kennedy, the Court held,

"The question is not whether a man is free to live where he will. Rather the question is whether he may live where he wishes and at the same time insist on employment by government."

It was held that no such fundamental right is expressed or implied in the Constitution.

In view of the foregoing, the arbitrator holds here that when a municipality such as Fond du Lac establishes residency requirements which are reasonable for its employees, the municipality is not violating U.S. Constitutional rights and it has such powers under the Wisconsin Statutes.

The reasonableness of this rule will be considered separately following.

2. The interests and welfare of the public and the financial ability of the unit of government to meet the costs. The Association holds that the interests and welfare of the public will be upheld even if the police officers live outside of the city. The officers will not be less loyal, and they will be quite readily available, even for emergency service.

The Association further holds that the City will suffer no great financial loss nor will there be a mass exodus of police officers.

The City's list of arguments against outside residency is longer. The City holds that the employees will be less available and more likely to encounter difficulty in travelling in inclement weather. The City also holds that residency by a police officer in the city has a two fold advantage in policing: one being that the officer is considered a trusted neighbor; and that other being that sources of information are more readily available to him and more likely to be disclosed.

Further the City holds that while it does not expect a mass exodus of officers, if the rule is relaxed or abandoned the City will suffer financial loss in several ways. There will be a loss of shared taxes on income, sales taxes, and property taxes on property occupied by police officers. There will also be a loss on income that might otherwise be spent in the city. It is the City's contention that it is a good principle if income earned from city employment should be spent in the city to conserve its resources.

On the matter of the availability of police officers for duty, the arbitrator holds that if police officers live greater distances from the police station than at present, this certainly will be some of kind of factor reducing their availability in inclement weather or in case of gasoline shortages. However, if automobile travel is still quite cheap and easy, and if fuel is in good supply, the question of availability is not so significant. The question of availability then is of itself not a sufficient argument against outside residency within reasonable distances.

With respect to residency within the city of police officers to promote a fraternal bond between police and citizens, the arbitrator believes that the City has an important argument in its favor. It is the arbitrator's conclusion, based on experience in municipal government and as a consultant in public administration that citizens do not like to be accosted, much less arrested, by policemen whom they identify as outsiders. In the recent Chicago municipal elections residency was an issue, and currently before the Wisconsin legislature there is a bill promoting even more restrictive regulations on the residency of policemen than city wide residency.

The contention that the residence of a police officer in a city as an aid to getting tips and clues on police work more easily has some merit, but this arbitrator does not consider it a substantial reason why police officers should live in a city. Most information probably comes from patrolling and active investigation or from reports while on duty.

Concerning the financial effects of non-residency of police officers in the community employing them, Counsel for the Association elicited from a member of the Council of the City of Fond du Lac that he expected no mass exodus of police officers. The City says that while it expects no such exodus, it is probable the fewer officers will live in the city in the future if the rule is relaxed. The City holds that there is a financial loss to the City when employees live outside of the city limits. Its arguments have been stated above.

In reflecting on this issue of financial cost to the City if its employees live outside the corporate boundaries, the arbitrator believes that the City does suffer some financial loss, and that the employee may conceivably have some gain in real purchasing power.

The City's loss may occur in loss from shared taxes of various types, from loss of property taxes which might otherwise be paid directly or indirectly, and indirectly from loss of funds not spent within the city, a portion of which might be returned from the businesses in the city.



The employee may gain by lower taxes in an unincorporated place, although his travel costs will rise.

Thus to permit an employee to live outside the city is to confer a type of fringe benefit, which benefit is perhaps not as valuable to the employee in increased purchasing power from lower costs, as it is costly to the City in decreased income.

Further the removal of a rule for residency for police officers will likely subject the City to request for identical treatment by all other employees on the grounds of uniform application of rules.

Since no quid pro quo is offered to the City for the abandonment of its residency rule, the arbitrator feels that the weight of an argument on financial fairness resides with the City.

3. Comparison with other employees. On this subject the Association notes that a number of nearby cities have abandoned or relaxed the residency rule. The City notes that a considerable number of municipalities have such a rule.

The Union notes that in many contracts with policemen's organizations, there is no reference to residency. The City states that the absence of such reference is not significant in that residency requirements are usually based on ordinances.

Upon review of the material presented, the arbitrator feels that the most common of the current practices is to require residency in the municipal boundaries. Recent matters in arbitration in Wisconsin involving Manitowoc and New Berlin\* show some relaxation, but the general pattern still is to require residency within the municipality itself.

4. Other factors. A main issue here is the question of the reasonableness of the rule, even if it is legal. The Association holds that the rule is unreasonable, and prevents the police officers from enjoying the natural beauty surrounding the City of Fond du Lac, or from living in a rural environment. Moreover the Association holds that the rule reflects a time of a different era which the City Personnel director himself said reflected horse and buggy days.

The City holds that the rule is reasonable for the reasons described earlier.

On the reasonableness of such a rule, the California Court in Ector v. City of Torrance, supra, held that a summary of the arguments for such residency rules included enhancement of the quality of employee performance by greater personal knowledge of the city's conditions and by a feeling of greater personal stake in the city's progress; diminution of absenteeism and tardiness among municipal personnel; ready availability of trained manpower; and the general economic benefits flowing from local expenditure of employee salaries.

The arbitrator here believes that these reasons are substantial, particularly if the removal or relaxation of the residency requirement for one category of public employees may have an impact causing all employees to ask for the same rights. A flight from the city by its own employees is likely to weaken it socially and economically.

The arbitrator is compelled to take note of an implication found in the exhibit submitted by the Union (Exhibit 8), a copy of a new story in the Fond du Lac Reporter of January 14, 1975, the text of which was cited in part earlier. This story indicates that the City might be prepared to question the right of the arbitrator to overrule a local ordinance. A similar possible challenge from the Professional Policemen's Association, not attributed to any one specifically, is also voiced. The award herein has not been influenced by either of these printed statements. It goes without saying that an appeal process from awards in arbitration always exists in the courts.

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\*City of New Berlin and New Berlin Profession Policemen's Association, Case XIII, No. 17000, MIA-52, March 28, 1974, P. G. Marshall, Arb.

Summing the positions of the parties, the arbitrator believes that the rule for residency in the city for police officers at the present time and under present conditions is more reasonable, that the economic disadvantage from the lack of such a rule would be more substantial to the City, that residency for police officers is especially valuable for good community rapport, and from the standpoint of comparable conditions, the position of the City has greater justification.

AWARD. The final offer of the City of Fond du Lac in the matter of the 1975 contract between the City and the Fond du Lac Professional Policemen's Association shall be incorporated in the contract. The offer is constitutional and empowered under the Wisconsin statutes; it is reasonable for the purposes of establishing better community rapport; and the potential or actual economic loss to the City by removal of public employees is not adequately provided for.

Frank P. Zeidler /s/

Frank P. Zeidler

Arbitrator

March 4, 1975