IN RE ARBITRATION BETWEEN:

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFSCME COUNCIL 5, LOCAL #3260

and

UNIVERSITY OF MINNESOTA

DECISION AND AWARD OF ARBITRATOR

BMS CASE # 08-PA-1218

JEFFREY W. JACOBS

ARBITRATOR

February 16, 2009

IN RE ARBITRATION BETWEEN:

AFSCME Council 5, Local 3260,

and

University of Minnesota.

DECISION AND AWARD OF ARBITRATOR
BMS Case # 08-PA-1218
CUHCC Class Action Grievance

APPEARANCES:

FOR THE UNIVERSITY:

Shelley Carthen Watson, Esq.
Ann Brown, Director of Operations CUHCC
Rod Johnson, HR Consultant
Molly Gage, HR Consultant
Mike McGlynn, HR Consultant

FOR THE UNION:

Kurt Errickson, Field Representative
Rita McCue, grievant, Union Steward
Richard Green, grievant
Gladys McKenzie, Field Representative
AFSCME Council 5

PRELIMINARY STATEMENT

The hearing in the above matter was held on October 23, 2008 at Moos Hall and on December 1, 2008 at Morrill Hall on the Minneapolis Campus of the University of Minnesota. The parties presented oral and documentary evidence at which point the hearing record was closed. The parties submitted Briefs dated January 22, 2009 at which point the record was closed.

ISSUES PRESENTED

Did the University violate the contract at Article 16, Layoff and Recall, Section 3, when it laid off Mr. Richard Green before laying off Ms. Mork-Ludgate from her position at the Community University Health Care Center, CUHCC.

Did the University violate the contract at Article 15, Classification of Positions, Section 2 when it failed to negotiate wages for a new job classification at the CUHCC?

If so, what shall the remedy be?

CONTRACTUAL JURISDICTION

The parties are signatories to a collective bargaining agreement covering the period from July 1, 2005 through June 30, 2007. Article 21, section 3 provides for submission of disputes to binding arbitration. The arbitrator was selected from a list provided by the State of Minnesota Bureau of Mediation Services. At the hearing the parties stipulated that there were no procedural or substantive arbitrability issues and that the matter was properly before the arbitrator.

UNION'S POSITION:

The Union's position is twofold. First the Union's position is that the University violated Article 15 section 2 when it created a new classification without bargaining with the Union on the appropriate salary range. Second, the Union's position is that the University violated Article 16 section 3 when it laid off Mr. Richard Green and retained a junior employee at the Community University Health Care Center, hereinafter CUHCC. In support of this position the Union made the following contentions:

1. With regard to the first matter, the alleged violation of Article 15, section 2 the Union pointed to the language of that section, which provides in relevant part as follows:

> When any classification not listed in the wage schedule of this Agreement is established, the parties agree to meet and negotiate on the appropriate salary range.

2. The Union argued that pursuant to this language the University has the obligation to negotiate a salary range with the Union whenever a new job classification is established. Prior to the layoffs that occurred in late 2007, both grievants were in the OPCA job classification. Further they were both assigned to the same work location, that of Administrative Support.

3. Work locations are defined in the contract and are found at Appendix B as follows, Lab, Dental, Medical Administrative Support and Mental Health. Prior to the negotiation of the 2005 contract, both grievants an their co-worker, a Ms. Mork Ludgate, were assigned into the Medical work location.

4. The Union acknowledged that the Clinic was hurting financially and that a reorganization to cut costs was necessary. The allegation raised by the Union however, was that the University created a new classification of patient services Representative. The Union put on testimony that there was virtually no process used to create this new class and that the actual job duties of the new job were quite similar to the old OPCA position. The Union requested that the University provide it with the process used to determine that the new front desk position was appropriately placed in the Admissions Interviewer job classification. None was provided and the Union pointed out that the University even acknowledged that no such documentation existed. The Union argued that the process was so subjective as to be tainted.

5. The Union did not take issue with the creation of the new position but argued that it should have been negotiated as to salary range with the Union.

6. Further, the Union acknowledged that while the grievants did not have bi-lingual skills required of the new Patient Services representative position and could not therefore take that job, they should have been allowed to bump a junior person, Ms. Mork Ludgate, since they had always understood that they were in he medical work location. It was not until the layoffs occurred that they discovered that their work location had been administratively changed to Administrative Support sometime in 2006 as a part of the general reorganization that was happening. The Union did not dispute the University's right to reorganize but did argue that the switch in work location was not allowed by the terms of the contract. Ms. McCue and Mr. Green had always understood that they were in the same class as the employee who was retained.

7. With regard to the layoffs and the right to bump, the Union argued that the work locations govern the procedure to be used in a lay off situation. Since, as noted above, the grievants had always understood that they were in the same classification and work location as Ms. Mork Ludgate, and that they were more senior to her, the argument is that Mr. Green, as the most senior employee should have been allowed to bump Ms. Mork Ludgate.

8. The Union relied on Article 16 section 3, which provides in relevant part as follows:

> In the event of subcontracting or layoff, the Employer shall identify the positions eliminated, including the classifications, location, shift and percentage appointment. If there is more than one position on a work location in the same classification, percentage appointment and shift, the position eliminated shall be the position of the least senior employee according to classification seniority.

9. The Union argued that there is no dispute that the grievants were senior to the person retained and that under the clear terms of Article 16, should have been allowed to bump Ms. Mork Ludgate. The Union acknowledged that neither of the grievants could bump the person in the new Patient Services representative position since neither possessed the necessary bi-lingual qualifications but argued that the work location and classification language should have been honored since the grievants believed that they were all in the same work location.

10. The Union greatly objected to the secret change of the work location of the grievants during the contract and argued that if the University can unilaterally change work location it renders the language meaningless. The Union argued that the contract clearly defines work locations and requires that those be used as the basis for any lay off that might occur. The Union argued that the University ignored this language and that it changed the work locations for the grievant on paper when in fact nothing changed about their jobs nor of Ms. Mork Ludgate for that matter.

11. The Union argued that the University waived its right to unilaterally change work locations during the life of the contract when it agreed to link work locations with the process for lay offs.

12. After learning of the layoff, both grievants tried to find work and eventually did return to work at different departments within the University. They both sustained lost earnings and Mr. Green withdrew some retirement money after learning he would be laid off without knowing when or if he would be returned to work at the University.

Accordingly the Union seeks an award as follows: Directing the University to negotiate wages for the new patient Services representative classification with the Union

Further, for an award ordering the University to make whole Mr. Green with appropriate back pay, less any interim earnings, and to restore any retirement account for the amounts he withdrew after learning of the layoff.

Finally, if Mr. Green had not been laid off, Ms. McCue would have been hired into the position he eventually accepted in February 2008. Accordingly, the Union further requests an award making Ms. McCue whole for any back pay from the period when Mr. Green began his position in February 2008 until Ms. McCue was re-employed by the University in May 2008, less any interim earnings.

UNIVERSITY'S POSITION

The University position was that there was no violation of the contract and that it was within its management right to create a new position of Patient Services Representative/Bi-Lingual position without negotiating with the Union. The University further took the position that there was no contract violation in the decision as to which employees to lay off since those laid off did not possess the necessary bi-lingual skills necessary to perform the essential functions of the new position and since the junior person worked in a different "work location" as defined in the contract. In support of this position the University made the following contentions.

1. The CUHCC clinic is a community based health care clinic serving low-income individuals many of whom are not native English speakers. As a result, it is imperative that there be interpreters or bilingual staff in order to deliver health care to these individuals. The University pointed out that the clinic was losing money and needed to reorganize and increase efficiency and cost saving measures. A study was conducted to find ways to do just that. One of the recommendations was that the front desk personnel be bi-lingual to expedite the check in and to free up the interpreters so they can be in the examination rooms with the health care professionals.

2. Further, as a federally funded health care facility, the University is required to abide by certain State and federal regulations one of which is to provide appropriate language services for non-English speaking patients. The University decided to staff the front desk with bi-lingual personnel fluent in English and either Spanish, Hmong or Somali.

3. The University argued that it exercised its inherent managerial right to reorganize the clinic based on this study and the need to cut costs and increase efficiency. Accordingly, the clinic simply created a new position, as opposed to a new classification, called Patient Services Representative/Bilingual. This was not a new *classification* but rather was simply a new *position* within an existing classification. As such it was not a mandatory subject of negotiation pursuant to the provisions of Article 15.

4. Article 15 requires that "All positions shall be assigned to a specific job classification by the Employer and all positions substantially alike with respect to type, difficulty and responsibility of work shall be included in the same classification. … All classifications specifications shall include the typical tasks required of the performance of the job." This grants exclusive rights to the University to determine which positions fit into a classification and to establish the qualifications for those positions. That is exactly what happened here and the Union does not get to negotiate with the University over these decisions.

5. The University argued that it has the right to abolish and create new positions in response to financial or technological or other reasons without negotiating with the Union. The University cited the management rights clause found at Article 25. There is no requirement in the contract to bargain with the Union over the creation or abolishment of a position nor is there any obligation to bargaining over the duties or qualifications within those.

6. The University argued that there was no question that the bi-lingual fluency requirement was justified given the study that was conducted of the Clinic's operation. This was not a new classification but simply a reorganization of positions within a classification. Moreover, the reorganization that occurred here is no different from those that have occurred in the past.

7. The University put on several witnesses who discussed the functional difference between a classification and a position. They all indicated that a classification is a broad range usually consisting of multiple positions that are similar in nature and function. All positions are assigned to a job classification. Positions may be similar in type of work, difficulty of work or responsibility. The University argued that it used the same process it always does to assign a position to the appropriate classification. The University further argued that there is virtually never a single position that is also a classification unto itself but that a position and a classification may or may not have the same title attached to them.

8. Here the new position of Patient Services Representative, PSR, was placed in the Admissions Interviewer Job Classification. The OPCA and Admissions Interviewer positions, formerly held by the grievants in this matter, were appropriately placed in the Admissions Interviewer job classification. The PSR position was not a new classification but rather simply a new position.

9. The University also decided to create a new position of Behavioral Health Assistant. This too had a bi-lingual fluency requirement and Pang Xiong was hired into that position since that person had bi-lingual fluency. This position fell within the Outpatient Clinic Assistant classification.

10. As the result of the elimination of the OPCA and AI positions and the creation of the new PSR position the employees who did not meet the bi-lingual requirements of the new position were issued lay off notices. Both grievants failed to meet this requirement and were issued those letter. The University did note though that at least one person who had been in the AI position did meet the requirement and was hired into the new PSR position.

11. The employees who were issued the layoff notices, including the two grievants, were told in their letters that they could bump Pang Xiong if they could meet the posted qualifications for the Outpatient Clinic Assistant. Since the grievants and Pang Xiong were in the same job classification, their greater seniority would have given them the right to bump if they could meet the bi-lingual fluency requirement. They could not and were not therefore eligible to bump Pang Xiong.

12. The University pointed out that one other employee, Ms. Phetchantho, also a former OPCA, was bi-lingual and did bump Pang Xiong from the Outpatient Clinic Services position. Pang Xiong then took the new Patient Services Representative position, which had also been newly created.

13. The University argued that the new positions were appropriately created and that the Union as much as acknowledged that in their witness testimony. Union witnesses admitted that positions and classifications are different and that a position sets forth the duties and responsibilities for a particular job whereas a classification sets forth the broad category of duties and includes several positions.

14. With regard to the issue of whether Mr. Green was appropriately laid off, as opposed to laying off Ms. Mork Ludgate, the University asserted that he was appropriately laid off even though he has greater seniority than Ms. Mork Ludgate. Article 16 of the labor agreement allows layoffs due to "abolition of position or shortage of work or funds." This is precisely what happened here.

15. Article 16 section 3 sets forth the procedure for doing this and specifically references work location as follows: "If there is more than one position on a work location in the same classification, percentage appointment and shift, the position eliminated shall be the position of the least senior employee according to classification seniority." The University asserted that this provision shows that Ms. Mork Ludgate was not the proper person to lay off. Since she worked in a different "work location" as defined by the contract.

16. The University then pointed to the provisions of Appendix B at page 64 of the CBA setting forth the 5 “work locations” within the Clinic as follows: Lab; Dental; Administrative Support; Medical and Mental Health. Simply stated, the grievants worked in Administrative Support while Ms. Mork Ludgate worked in the Medical area. Moreover her job duties were radically different from those of the grievants. Because of her different work location, she was not the right person to be laid off under these circumstances since she worked in a different contractually defined “work location.”

17. In response to the Union's claim that there was a surreptitious change of work location for Ms. Mork Ludgate, the University denied such allegations and further argued that this decision remains within the University’s managerial right. The University further argued that there is no limit on its managerial right to change work locations for individuals working within the Clinic. While the work locations themselves are defined in contract there is no provision requiring that any one individual or position within those to remain there.

18. The University further argued that it decides which work locations people work in and that the Union is not involved in that determination. Here it was determined that Ms. Mork Ludgate was to be in the medical area, not administrative support. The fact that the grievants may have thought Ms. Mork Ludgate was in their area does not determine this issue.

19. The University further asserted that it would be contrary to the contract and article 16 to lay off an employee in the medical work location and then move someone from administrative support over to do that person’s job. Since the medical work location was not undergoing any reductions in staffing Ms. Mork Ludgate was not the appropriate person to lay off.

The University seeks an award denying the grievance in its entirety.

DISCUSSION

The Community University Health Care Center, CUHCC, is located in south Minneapolis and serves the healthcare needs of indigent and low-income populations. It was undisputed that many of the patients and their families are non-English speaking and that there is a need to maintain bi-lingual staff in order to better serve the clientele at the clinic. It was further undisputed that by early 2006, the clinic was in serious financial straits and was losing money. The head of the University Academic Center, which oversees CUHCC, gave the clinic two years to make a financial turnaround. As a result of this mandate the clinic began looking for ways to reorganize staff and streamline operations while at the same time still serving the patients.

A study was undertaken to examine the clinics operations that resulted in several recommendations to increase efficiency. One of these was to combine the patient check-in procedures and to hire bi-lingual staff at the front desk. The evidence showed that the front desk staff had not been required to have these skills and that there was in many cases a bottleneck at the front desk while registering and checking in patients. As a further result, the interpreters were spending time at the front desk helping to register patients instead of assisting the healthcare staff in serving the patients' medical needs. This created both inefficiency as well as a delay in serving the needs of the patients. Consequently, it was decided to eliminate certain front desk positions and replace those with a position requiring bi-lingual skills.

Prior to the study front desk operations were conducted by employees in the Outpatient Clinic Assistant, OPCA, and Admissions Interviewer, AI, positions. These were both within the Outpatient Clinic Assistant job classification. Further, both were considered within the Administrative Support work location as set forth in Appendix 64 of the labor agreement. As noted above, the Administrative unit, known as CUHCC, has 5 contractually defined work locations, Lab, Dental, Administrative Support, Medical and Mental Health.

The evidence showed that the two grievants and Ms. Margaret Mork Ludgate were all in the Outpatient Clinic Assistant classification and that Ms. Mork Ludgate has less seniority than either of the two grievants. Mr. Green is the most senior of the three with a seniority date of 12/23/1996. Ms. McCue's seniority date is 06/04/1998 and Ms. Mork Ludgate is 3/19/2001.

The clinic determined that it would eliminate the OPCA and AI positions at the front desk and replace them with a new position called Patient Services Representative Bi-Lingual. One of the posted requirements for this job was that the successful applicant be bi-lingual. It was undisputed that the two grievants involved in this case do not possess that qualification and thus were not eligible to bump into or otherwise hold that newly created position. As noted above, the provisions of article 16 section 4 require that for a more senior person to bump "the employee exercising bumping rights must meet the posted qualifications for the position." The parties seemed to agree that neither grievant was able to bump into the new PSR position.

The clinic also created a new position called Behavioral Health Assistant, which also required bi-lingual skills and was also in the Outpatient Clinic Assistant classification. The clinic hired Pang Xiong for that job initially but a more senior person bumped into that job. That person, a Ms. Phetchantho, also had bi-lingual skills and successfully tested into that job. She was more senior, had the necessary qualifications and exercised her rights to bump. Pang Xiong then took one of the newly create PSR positions.

Grievant Green and McCue were issued letters advising them of their rights to bump if they met the necessary qualifications for the newly created positions but as neither had the necessary bi-lingual skills they were not eligible to do so.

NEGOTIATION OVER THE CREATION OF THE NEW POSITIONS:

The Union's claim is twofold. First, that the University violated Article 15 Section 2 when it failed and refused to negotiate the salary range for the newly created position of Patient Services Representative, PSR.

Second, that the University violated Article 16 when it laid off Mr. Green instead of a junior person, Ms. Mork Ludgate. These will be dealt with separately.

The first question is whether there was a violation of Article 15 section 2. As with any contract interpretation matter the first place to look is in the contract. The pertinent language of Article 15 section provides as follows:

> When any classification not listed in the wage schedule of this Agreement is established, the parties agree to meet and negotiate on the appropriate salary range.

The crux of the Union's case appears to be that the PSR position is not a position at all but rather a new classification. In support of this the Union pointed to the lack of an articulable process for determining just exactly how this position was created, what its qualifications and requirements would be and where it would be placed within the structure at the Clinic.

To be fair, the process was somewhat subjective but it was also clear that the University followed the same process it always has when creating new positions. The evidence did not support the argument that this should have been created as a separate classification. University witnesses testified credibly that they studied the requirements of the new position and felt based on their experience that it was appropriately placed in the Outpatient Clinic Assistant classification based on the job duties assigned to this new position. See Employer Tab 29.

Further, there was no evidence that the process used was arbitrary or capricious or designed to give some sort of advantage to any one employee or group of employees. While the Union witnesses claimed that they felt this should have been a classification, they also acknowledged that a classification and a position are different under the contract and that a classification is a broad category of similar types of positions. The evidence further showed that generally classifications have more than one position within them. Here the evidence supported the University's claim that this position was appropriately placed where it was given the duties required of it. While the Union witnesses testified credibly that they believed the new position might have been more appropriately placed somewhere else, it is not frankly for the Union to make that call under these facts and this language.

The Union raised a concern that no one ever consulted with the Union regarding the new position and that there should have been a dialogue about it on order to determine where to place it. The Union raises a very good point – certainly good communication is the key to any successful operation, especially one as large as the University of Minnesota. Here however, the question of what is or is not a good management practice or what might be fair and reasonable under the circumstances or what is even morally right is not strictly involved. The question is whether there was a actionable contract violation that occurred here that can be remedied by arbitration.

Both the contract and the parties' practices are very clear on this point. The parties agree to meet and *negotiate* (presumably as that term is defined under PELRA) only when "any classification not listed in the wage scheduled of [the] Agreement is established. Simply stated that did not happen here. There was not a new classification created or established. The evidence showed only that a new position was created and placed into an existing classification.

The management rights clause grants to the Employer under the terms of this contract the broad right to establish new positions where necessary to meet the needs of the organization, including financial needs and does not create an obligation to negotiate the creation of a new position.

The Union also raised a concern that there was little if any documentation of the process used to determine that the new PSR front desk position was appropriately placed in the Admissions Interviewer classification. The evidence in the matter however does support that there was a process and that the University placed this new position in the appropriate classification. Further, there is merit to the University's position here that under the terms of this contract language, it does not have to negotiate the creation of a new position or the qualifications of such a new position. Accordingly, there being no finding of a contractual violation in the creation of the PSR position or in the qualifications established for it or in the process used to place that position in the appropriate classification that part of the grievance must be denied.

THE LAYOFFS

The second portion of the grievance deals with the layoff of Mr. Green instead of a junior employee also within the same classification. This presented a somewhat more difficult issue. As noted, there was no dispute that Mr. Green was senior to Ms. Mork Ludgate. There was also no dispute that the two grievants and Ms. Mork Ludgate were in the same classification, that of OPCA, and that Ms. Mork Ludgate was the least senior of the 4 individuals in that position at the time of the layoff. There was also an apparent agreement that the language governing this dispute was that found in Article 16 section 3 cited above that provides as follows: "If there is more than one position on a work location in the same classification, percentage appointment and shift, the position eliminated shall be the position of the least senior employee according to classification seniority."

Finally, the Union acknowledged that even though Pang Xiong was the most junior person in the clinic he was in an assignment that required bi-lingual fluency. The Union further acknowledged the language of Article 16 Section 4 providing that the employee exercising bumping rights must meet the posted qualifications of the position. Since neither of the grievants spoke another language they were not qualified for that position and could not bump Pang Xiong.

There was also no question that the contract sets forth 5 work locations and that the contract language dealing with the procedure for layoffs found at Article 16, section 3 noted above, is closely tied to that work location language. It was clear that the layoff is done by seniority within classification and work location.

The evidence showed that until sometime in 2006 the grievants and Ms. Mork Ludgate had been in the Administrative Services work location but that Ms. Mork Ludgate was moved to a different work location, that of Medical, before the layoffs occurred. The layoff notices were sent on November 30, 2007 but the evidence showed that Ms. Mork Ludgate's work location was changed to medical in early 2006. This was about the same time the study commenced by which the reorganization eventually occurred but there was no direct evidence tying these two events together.

The crux of the Union's claim here is that Mr. Green should not have been laid off before Ms. Mork Ludgate. She instead should have been laid off, as she was the junior person in the OPCA classification, even though she was not considered to be in the same “work location” as either of the grievants. The Union further asserted that Ms. McCue, as a member of the negotiating team always believed that seniority based layoffs were linked to work location and that Ms. McCue signed that contract with the understanding that work locations were written into the contract and could not be unilaterally changed.

The other prong of the Union's claim is that the Clinic did secretly change the work location of the two grievants without telling them and that the grievants had always thought they all worked in the same work location as Ms. Mork Ludgate. The evidence showed that indeed the University did change the work location for Ms. Mork Ludgate and did not advise the Union or the grievants of this change. The evidence showed that her job was substantially different from that of the two grievants even though they generally worked in the same physical location. The evidence showed that Ms. Mork Ludgate performed, along with several other tasks, medical referral services making sure that the appropriate referrals were made and that any requisite information went to the doctor to whom a patient was being referred. The grievants on the other hand did not perform this type of work at all and were involved in checking in patients and getting required information at the front desk. The bottom line here is that the job duties were different but that the work location for Ms. Mork Ludgate was changed in 2006, perhaps as part of the reorganization that was commenced at about that time. As noted above it was not clear why that change was made at that time but the evidence showed that given the general categories for the work locations and the types of tasks assigned to the staff within those work locations Mr. Mork Ludgate was appropriately placed in that work location. Certainly, if Ms. Mork Ludgate had been in the Administrative Support work location she would have been the appropriate person to lay off and Mr. Green as the most senior person would have had the right to bump into that job.

The question presented here is whether the University violated the contract by changing Ms. Mork Ludgate's work location as was apparently done in 2006. The Union asserted that "the Employer waived their right to unilaterally alter work locations when they bargained those locations into the contract and agreed to link them to the vital right of seniority based protection in lay offs."

It is clear that both parties agreed that layoffs are tied to the work location. The dispute seems to be centered over whether the University violated the contract when they changed some individual's work location with out negotiating with or advising the Union of that. As noted above, the contract requires negotiation over the creation of a new classification. There is nothing to support the claim that this occurred here and nothing in the contract that requires negotiation over the placement of an employee in a new work location based on their job duties.

Further, to the direct question of whether the University waived its right to alter work locations, there is nothing in the contract language to suggest that this right was waived. Certainly the work locations are set forth in the contract at Appendix B. There is no contract language for the bald assertion by the Union that there was a waiver of the right to place employees in those work locations or to move them from one to the other once they are there.

Further, while it is certainly understandable that the Union and the affected employees would be concerned when a senior person is laid off when a more junior person in the same job classification is retained, here the language ties seniority based layoffs to the "work location" in which those employees are assigned. Thus while the grievants thought that Ms. Mork Ludgate was in the same work location it was clear that she was not.

The Union would have the arbitrator read the contact in such a way as to require that once an employee or, more properly a position, is in a work location within the Clinic that person or position could never be re-assigned outside of that work location even though the work duties changed. There is nothing that somehow "locks" the position into a work location forever nor is there any contractual language that requires negotiation of such a change between the parties.

Further, there was no evidence to suggest that the re-assignment of Ms. Mork Ludgate was done as a subterfuge or was done with the intention of circumventing the seniority provisions of the labor agreement, this decision would well have been different. Employers cannot re-assign workers in order to avoid clear contractual provisions. No such evidence was presented here and no provision of the contract limits the right of the Employer to re-assign employees or positions within the Clinic to a different "work location" as that term is defined in the contract based on their work duties.

Accordingly, without a clear contractual requirement to negotiate such a change and no provision that prevented such a re-assignment in work location, the Union's grievance must be denied.

AWARD

The grievances are DENIED.

Dated: February 16, 2009

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Jeffrey W. Jacobs, arbitrator

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