

**IN THE MATTER OF ARBITRATION**

**OPINION & AWARD**

**-between-**

**Grievance Arbitration**

**A.F.S.C.M.E. Council No. 5**

**B.M.S. Case No. 12 PA 744**

**-and-**

**Re: Employee Termination**

**THE COUNTY of RAMSEY  
ST. PAUL, MINNESOTA**

**Before: Jay C.Fogelberg  
Neutral Arbitrator**

---

---

**Representation-**

For the Union: Joyce Carlson, Metro Field Director

For the County: Marcy Cordes, Labor Relations Mgr.

**Statement of Jurisdiction-**

The Collective Bargaining Agreement duly executed by the parties, provides in Article 15 for an appeal to binding arbitration of those disputes that remain unresolved after being processed through the initial three steps of the grievance procedure. A formal complaint was submitted by the Local on behalf of the Grievants on or about January 31, 2011, and thereafter appealed to binding arbitration when the parties were unable to resolve this matter to their mutual satisfaction. The under-signed was then

mutually selected as the neutral arbitrator by the parties from a panel provided by the Minnesota Bureau of Mediation Services, and a hearing convened on May 15, 2012, in St. Paul. Following receipt of position statements, testimony and supportive documentation, each side expressed a preference for submitting written summations. These were received on June 20, 2012, at which time the hearing was deemed officially closed.

At the commencement of the proceedings, the parties stipulated that this matter was properly before the Arbitrator for resolution based upon its merits, and that the following represents a fair description of the issue.

**The Issue-**

Was the Grievant terminated for just cause? If not, what shall the appropriate remedy be?

**Preliminary Statement of the Facts-**

The record developed during the course of the proceedings indicates that A.F.S.C.M.E. Local 1076 (hereafter "Union," or "Local") represents, the hourly custodial and food service personnel working at the Ramsey County Care Center in St. Paul ("County," "Employer," or "Center"). The Center is a 180 bed facility providing long term care to seniors and residents suffering

from dementia. Together, the parties have negotiated a labor agreement covering terms and conditions of employment for members of the bargaining unit (Joint Ex. 1).

The Grievant, Melissa Becerra, had been classified as a Food Service Worker at the Center for approximately ten years prior to her termination. As such, her duties included setting up the meal service for the residents, cleaning up at the end of the service, washing dishes and other related assignments in the Center's kitchen. During her tenure there, Ms. Becerra had compiled a work record that included three written reprimands and two suspensions for absenteeism, misconduct and insubordination (County's Ex. 6).

Approximately seven-plus years ago, a new supervisor, Mary Gerdesmeier, was hired to run the kitchen. Thereafter, problems arose in connection with her approach to her position. These included failure to address staff behaviors of disrespectful communication, fostering fear of retaliation via her instructions to the kitchen staff, failing to treat employees in her charge with respect and dignity and inefficiency. Ultimately this led to a one day disciplinary suspension for Ms. Gerdesmeier (Union's Ex. 1).

In April of 2010, the Grievant was involved in a shouting match with a fellow Food Service Worker in the kitchen, Latonya Munos. The exchange

lasted for an “extended period of time” and was overheard by fellow employees as well as residents. As a consequence, she received a two-day suspension without pay for insubordination and disruptive behavior, and was warned that if she was again found guilty of similar misconduct she “will be terminated” (Employer’s Ex. 7).

Subsequently, in mid-October of the same year, Ms. Becerra was again involved in an incident in the kitchen with Ms Munos and another Food Service Worker, Diane Lindquist. All three engaged in a shouting match that could be heard in the adjacent dining room by the residents of the Center, as well as in the hallway and nearby sitting room area frequented by residents and their families. Supervisor Gerdesmeier attempted to put a halt to the argument, directing the participants to stop arguing in front of the residents. The instruction however was ignored by the participants and required the intervention of the Center’s Director of Nursing, Vicki Weller, before calm was restored.

A few weeks later, the Grievant, Ms. Munos and Ms. Lindquist were leaving work at the same time along with another employee, Eddie Vasquez. As they entered the adjacent employee parking lot, according to Ms. Becerra, she attempted to talk to the other two women about disparaging remarks she believed they had made in the kitchen regarding

her husband as well as other matters concerning her personal life. The conversation grew louder between the three women as they began to separate walking to their respective vehicles. It then escalated to discordant threatening remarks and swearing by all three participants.

The exchange was overheard by another employee working in the area, Chief Engineer Ken Lauren, who was a distance away in the utility room at the time (Employer's Ex. 1). Believing that the matter might escalate further, Lauren contacted the Center's Personnel Department and spoke with Ryan Engle, a "Transaction Assistant." Engle went to the parking lot but by then the exchange between the three employees had stopped. He did however, observe the Grievant going to her car with her daughter who had met her in the lot that afternoon, while the other two participants re-entered the Center.

Subsequently, an investigation was undertaken by Management and the conclusion reached that each of the three employees had engaged in serious misconduct in violation of published personnel rules and policies, warranting discipline. After reviewing the work history of the participants it was determined that Ms. Munos would receive a three day suspension without pay, while Ms. Lindquist was suspended for one day (Employer's Exs. 8 & 9). The decision regarding Ms. Becerra however, was to terminate her

employment based upon her prior work rule infractions and the warnings she had already received.

When the Local was made aware of the Administration's decision, they submitted a formal complaint on behalf of Ms. Becerra, claiming a violation of Article 15.9 in the parties' Master Agreement, and seeking a make whole remedy (Joint Ex. 3). Thereafter, the matter was processed through the established steps of the grievance procedure and eventually appealed to binding arbitration when the parties were unable to resolve their dispute at the intermittent steps.

**Relevant Contractual & Policy Provisions-**

From the Master Agreement:

Article 15  
Grievance Procedure

\* \* \*

15.9 Discharge. The employer shall not discharge any permanent employee without just cause.....

From the Employee Handbook:

\* \* \*

Disciplinary Action

Whenever disciplinary action is necessary, it is administered in accordance with the severity of the offense and prior

employment history of the employee. Serious misconduct can result in immediate dismissal.

Disciplinary action may include a verbal warning, written warning, written reprimand, suspension, demotion, or discharge.

Examples of conduct which may result in disciplinary action include but are not limited to:

\* \* \*

- Using obscene or abusive language, engaging in disgraceful conduct while on duty, engaging in fraudulent conduct.

\* \* \*

- Engaging in insubordination while on duty or off duty. Insubordination is defined as refusal to comply with instructions of a supervisor or management.
- Verbally threatening, abusing, coercing or physically abusing or, in any way, mistreating a resident, visitor, volunteer or co-worker.

From the Workplace & Violence Prevention Policy:

\* \* \*

Ramsey County is committed to prevention of violence in the workplace.

Violence is defined as words and actions that hurt or attempt to threaten or hurt people.. It is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

### **Positions of the Parties-**

The **EMPLOYER** takes the position that their decision to terminate Ms. Becerra's employment in January of last year was entirely proper and justified under the circumstances. In support of their claim, the Administration maintains that after receiving warning notices and finally a two day suspension in June of 2010, pertaining to her conduct in the workplace, the Grievant continued to exhibit insubordinate and abusive behavior through verbal altercations with fellow co-workers in the kitchen. First, in October of that same year she engaged Ms. Munos and Ms. Lindquist in a loud shouting match in the kitchen that could be heard in both the adjacent dining room where residents were seated as well as out in the hall and the sitting area occupied by residents and their families. This event was disrespectful, insubordinate (the supervisor directed her and the others to stop, but they did not) and disruptive to the elderly residents who were within earshot of the event. Then, only a few weeks later, Ms. Becerra again participated in a heated conversation in the parking lot with the same two co-workers that once more involved loud vulgar language, disrespectful actions, and threatening behavior in direct violation of the Center's non-violence policies and attendant prohibitions listed in the employee handbook. Furthermore it occurred within close proximity to the residence

where it could be readily overheard. Indeed, another employee who witnessed the exchange heard Ms. Becerra and the others using the term “kick ass,” and all involved calling each other “fucking bitches.” He grew quite alarmed, fearing that the argument might escalate to more violent behavior and thus he contacted Management urging them to come to the scene at once. The Center maintains that all three were found to be equally culpable in connection with these events. However, consistent with the County’s policies, practices and regulations, management factored in each participant’s work record prior to issuing the discipline. Unlike the other participants, Ms. Becerra had been counseled repeatedly, warned and suspended on two prior occasions at which time she was specifically told that further infractions of these same rules and policies would result in her termination. Therefore in keeping with the practice of progressive discipline, she was discharged from her position, while the other two women were suspended and warned. Moreover, they argue that in 2009, the Grievant was provided with a trained facilitator in conflict resolution in an effort to improve her working relationship with her fellow employees. This was followed by her participation in “team building” in 2010. However, neither approach produced the desired results. For all these reasons then, they ask that the grievance be denied in its entirety.

Conversely, the **UNION** takes the position in this matter that Ms. Becerra's termination was not justified under the circumstances. In support, the Council asserts that the unwelcoming environment in the kitchen over the past few years can be readily traced to Mary Gerdesmeier's arrival at the Center. Once in place in the kitchen as the supervisor, she proceeded to use her authority to impact schedules, hours and work assignments; punishing some employees and rewarding others. According to the Local, the supervisor was inept at her job as she exercised little productive authority in directing the work of the kitchen or in fostering an atmosphere of respect and cooperation. This created an unwelcoming environment which caused the Grievant and others to not want to come to work. Indeed, Supervisor Gerdesmeier herself has been disciplined (suspended) for her failure to govern the employees under her supervision in the kitchen, and the rampant disrespectful communication that existed there as a consequence of her failings. Further, the Union asserts that Ms. Becerra was subjected to gossip and disrespectful actions from other fellow employees who made disparaging remarks concerning her family. In an effort to remedy the situation, the Grievant sought out Gerdesmeier on several occasions explaining what was transpiring behind her back and seeking a resolution. Unfortunately, her cries for help fell on deaf ears as the supervisor simply

instructed her to ignore the insults or risk "getting into trouble." Consequently, nothing changed. In the Local's view, even when Ms. Becerra went over Gerdesmeier's head to the County's Human Resources Department with her complaints, she was met with resistance. Thus, the bickering grew into arguments, and the arguing into outright hostility between these three women. The Grievant contends that she continued to feel targeted and harassed – especially in the last few months of her employment. Eventually, in an attempt to resolve the matter, Ms. Becerra asserts that she took matters into her own hands consistent with the Employer's own published policies on harassment, addressing her concerns with both Ms. Munos and Ms. Lindquist in the parking lot in early November of 2010; telling them that their behavior was inappropriate and that she would like it to stop. Her efforts however, fell on deaf ears as the other two women started shouting at her and swearing almost instantly. Moreover, while all three were found to have violated the same published policies, only the Grievant was terminated. The other two received a one or two day suspension. This is a blatant demonstration of desperate treatment according to the Local. Finally, the Union claims that while the Grievant was on administrative leave following the November incident, she was denied \$65.50 for the accrued vacation and holiday pay

she had earned. Accordingly, they ask that the grievance be sustained and that Ms. Becerra be returned to his former position and made whole.

**Analysis of the Evidence-**

In a disciplinary matter such as this, the employer is routinely assigned the initial burden of proof to demonstrate, in a clear and convincing fashion, that their decision was justified under the circumstances. It is widely held that management must first establish the accused employee is indeed guilty as charged. Should that be accomplished, they then need to show that the discipline administered was fair and reasonable when all relevant factors are considered (assuming, of course, that there is no language in the labor agreement that limits a neutral's authority to review the penalty imposed).

In this instance however, the initial evidentiary obligations of the County have been diminished by the unrefuted facts as established on the record, that the Grievant was involved in a shouting match with Latonya Munos and Diane Lindquist in the kitchen of the nursing home approximately nineteen months ago, and was then party to a similar loud confrontational argument in the Center's parking lot a month later.

There is no significant evidence present here to refute the charges against Ms. Becerra relative to the October 2010 incident in the kitchen.

Through the essentially unchallenged testimony of the Employer's witnesses - Human Resources Generalist Sandra Hokanson, Supervisor Gerdesmeier, and Chief Administrator Steve Fritzke - it was aptly demonstrated that the Grievant, along with Munos and Lindquist, engaged in loud and disrespectful behavior in the course of their argument to the extent that they could be heard by residents (and perhaps other visitors to the facility). Moreover, it was shown that Ms. Gerdesmeier instructed the women to stop the verbal altercation but that the three employees failed to comply.<sup>1</sup>

The misconduct surrounding the incident that took place in the Center's parking lot in November of that same year was also established through the evidence placed into the record. Witnesses testified that they became aware of the confrontational shouting that day and grew increasingly concerned in light of the proximity to the residents' living quarters. General Repair Technician Ken Lauren stated that he overheard the confrontation; that the women were swearing at one another in raised voices; that he feared that the situation was going to escalate; that he called management to the scene as the participants were "out of control," and; that he was "amazed" by their conduct, adding that he had never seen anything like that before at the Center. Indeed, the Grievant herself

---

<sup>1</sup> In the course of the investigation that followed, the Director of Nursing, Vicky Weller stated that she heard all three participants out in the hallway before directing them to stop as their argument could be overheard by the residents (County's Ex. 15).

acknowledged the argument that took place in the parking lot was “loud” and inappropriate.

Braided together, these events demonstrate just cause for discipline as the behavior exhibited by Ms. Becerra, and the other two employees as well, constituted a clear violation of the County’s Personnel Rules (Center’s Ex. 9) published policies (Employer’s Ex. 7) and the Employee Handbook (County’s Ex. 6) which the Grievant had received training on and acknowledged receipt of same (Administration’s Ex. 8).

The foregoing then satisfies the initial obligation of the Employer as they have well established the Grievant’s misconduct, her knowledge of the rules and policies, along with the importance of providing quality overall care to the senior residents of the facility.

Accordingly, the lone question that remains concerns the discipline that has been imposed and whether, when all relevant facts are considered, the penalty administered was reasonable and fair. Answering the inquiry necessarily involves consideration of matters such as desperate treatment *vis-à-vis* the discipline handed down to the other participants in each of the two incidents, the Grievant’s overall work record, the County’s approach to the issues Ms. Becerra had identified regarding her manager and more particularly, Ms. Gerdesmeier’s own conduct and supervisory skills,

as well as the steps taken by the Administration to remedy her behavioral difficulties.

H.R. Generalist Hokanson testified that the Grievant's length of service and disciplinary record constituted justification for her termination versus Munos' overall work history. According to the witness, Ms. Munos had considerably more seniority than Ms. Becerra (twenty-two years with the County as opposed to the Grievant's ten) and fewer incidents of discipline. A review of Employer's Exhibit 6 however, (a side-by-side comparison of all three participants involved in the parking lot incident) indicates that Latonya Munos was hired only two years prior to the Grievant, and in the seven years preceding November 2010, Munos had received five written reprimands and a suspension, while Becerra was issued three reprimands and two suspensions. Further, the documentation demonstrates that the nature of the offenses for both employees were quite similar (County's Exs. 7 & 8).

At the same time, the recorded evidence indicates that in June of 2010, the Grievant was given a "final warning" that further disciplinary incidents would constitute grounds for her termination. No similar caution is present in Ms. Munos' personnel records (*id.*).<sup>2</sup>

---

<sup>2</sup> The June 2010 two-day suspension issued to the Grievant specifically warned that further evidence of "insubordination" would lead to her dismissal. Additionally, there is no dispute but that Ms. Lindquist's disciplinary history was not as significant as either Ms. Munos' or the Grievant's (County's Ex. 9).

While a comparison of Munos' work history with the Grievant's is not as diverse as the Employer has represented, it can nevertheless be fairly concluded that Ms. Becerra's record is far from exemplary.<sup>3</sup> Moreover, in addition to receiving written warnings and suspensions previously, she was also given the opportunity to participate in a mediation process offered by the Center in 2009, which was specifically designed to address the ongoing problems between herself and Ms. Munos. Further, the evidence shows that the following year, she was involved in facilitated group sessions sponsored by the Employer that dealt with the working environment and behavior of all staff in the Nutrition Services Division.

The Union makes a more convincing argument when addressing the problems the Grievant encountered with her supervisor and her managerial shortcomings as Director of Nutrition Services at the Center. Ms. Gerdesmeier's deficiencies were well-documented in the suspension she received in April of this year (Local's Ex. 1). While the County seeks to dismiss any cause and effect relationship between this supervisor's approach to her job and the problems incurred by the Grievant that led to her dismissal, the evidence would appear to be otherwise. Ms. Hokanson, on direct, noted that Ms. Gerdesmeier had her own performance problems as well, but

---

<sup>3</sup> None of Ms. Becerra's prior suspensions or reprimands were officially challenged.

added that her “issues” had nothing to do with what happened in the parking lot in November of 2010 between Becerra, Munos and Lindquist, nor in the kitchen in October of that same year. However, under cross-examination while this witness proclaimed that the three employees’ actions in the parking lot were their own doing, she allowed that what occurred in the kitchen a month earlier, “might be different.” Significantly Ms. Hokanson testified that Ms. Gerdesmeier’s management style was not considered by the Agency when evaluating the Grievant’s conduct in the fall of 2010, as the issues between the three employees involved in the confrontation were “personal” in nature.

The Center’s Chief Administrator, Steve Fritzke, also testified regarding his involvement in the disciplinary actions taken against Becerra, Munos and Lindquist as well as Supervisor Gerdesmeier. In his view, the latter’s 2012 suspension, “...had nothing to do with what occurred in October and November of 2010.” Yet, under cross-examination, he acknowledged that a “bad culture” existed within Nutrition Services that could be attributed to the Director’s shortfall as a manager. He added that based upon his own observations, “it was the worst dietary group he had ever encountered.” Moreover, his own remarks as contained in the Notice of Suspension issued to Ms. Gerdesmeier indicate that, contrary to the Employer’s assertions, the

discipline administered this supervisor was not limited strictly to an event that took place in February of 2012. More particularly, Mr. Fritzke wrote:

“You have permitted an unwelcoming work environment where distrust and disrespectful conduct is pervasive and is perpetuated by all staff in this department, including you. You have failed to address staff behaviors of disrespectful communication, which you admit are rampant. As Director of DNS, your behavior has both directly and indirectly fostered fear of retaliation through your instructions to your staff that they are not to talk to anyone about their problems outside of your department (Union’s Ex. 1).

Clearly these charges belie the Employer’s contention that the supervisor’s suspension in April 2012 was limited to a singular event that took place earlier in the year. Moreover, they would appear to echo the concerns of Ms. Becerra expressed in the course of her testimony.

The Grievant offered essentially unrefuted testimony that she had approached Gerdesmeier before the incidents that led to her dismissal, seeking help, only to be met with instruction not to speak to anyone about it but rather simply return to her job or she “would get into trouble.” Becerra added that she had attempted to speak to her supervisor on a number of occasions regarding the gossip that was rampant in the kitchen concerning her family life, which was causing her stress and interfering with the performance of her duties, but was met with a similar response from the Director. She further explained that on November 2, 2010, after obtaining no

help from her manager, she resorted to the County's own published harassment policy which included the following protocol for any employee who is experiencing harassment or inappropriate behavior in the workplace: "Deal with the incident(s) directly and advise the person that their behavior is inappropriate and you would like it to stop" (Union's Ex. 7). The Grievant testified that this is precisely what she was attempting to do as she entered the parking lot that day with Ms. Munos and Ms. Lindquist, only to have the matter escalate into a shouting match.

There is additional evidence in the record revealing the Grievant's continuing efforts to obtain assistance from the Administration after her immediate supervisor failed to listen to, or act upon, her concerns. Specifically, the Union offered testimony from Ms. Becerra that she had contacted the County's Human Resources Department seeking guidance with her ongoing problems in the kitchen, but that her request fell upon deaf ears. Ms. Becerra testified, without contradiction, that neither H.R. Generalist Hokanson, nor the Department's Labor Relations Manager returned her calls.

Braided together this evidence demonstrates that the Grievant's actions certainly cannot be condoned and represent a continuation of conduct unbecoming an employee, for which she must be held accountable. At the same time, however, the Employer must share some

responsibility for one of their supervisor's actions, or more precisely lack of action. The record demonstrates clearly that Ms. Gerdesmeier had been made aware of the problems the Grievant was encountering in the kitchen on more than one occasion, but chose to ignore Ms. Becerra's pleas. That the subject of the confrontations dealt with the Grievant's family life, is immaterial. The fact remains it was recurring; that the incidents took place at work, and; caused her stress thereby interfering with her ability to perform her job to the best of her ability – all of which are far more relevant. Moreover, the unrefuted fact that Ms. Becerra attempted to seek assistance beyond her immediate supervisor but received no response, is also deemed material to the outcome of this matter.

Additionally, the Union has claimed that \$66.75 is owed to Ms. Becerra by the County as a result of their failure to include this amount in her terminal check. Their assertion is based upon the vacation and holiday accruals the Grievant had earned and was paid out to her, yet did not include the additional \$1.02 hourly supplement as offered by the State (provided the funding is continued each year) for long term care facilities such as the Center, and memorialized by the parties in a MOU appended to their master contract (Joint Ex. 1).

As the party making the claim, the burden of proof lies with the Union to demonstrate via a preponderance of the evidence that the County has violated applicable terms of the parties' labor agreement and/or an established past practice. Neither obligation however, has been sufficiently established on the record. Though there is no question but that the amount claimed was withheld from Ms. Becerra's final check, there is nothing in the MOA that addresses what happens when a bargaining unit member's employment is terminated and he/she receives a final pay out. The Union submitted two prior arbitration decisions as primary support for their claim. Arbitrator Miller in 2004, sustained the class action grievance filed by several AFSCME Locals, ordering the money withheld by management returned to, "...all members of AFSCME Council 14, Locals 8, 151 and 1076," and reinstating the \$1.02 hourly supplement that had been unilaterally withheld by the Administration (Union's Ex. 3). According to the Union, Miller's award included those employees who had been terminated, and they were repaid along with actively employed personnel. I do not find such wording in the award however. Moreover, there is insufficient evidence in the record to indicate that any consistent past practice is in place for the Center whereby others who have been discharged have had the supplement included in their final separation checks.

Arbitrator Jacobs 2006 decision involving these same parties held that the term “hours worked” included hours used for sick leave and vacation for the purposes of calculating overtime (Union’s Ex. 4). The Employer has accurately observed however, that the usage of sick leave and vacation time constituted hours worked. The Union’s attempt to bootstrap payment of accrued sick leave and vacation paid out to former personnel upon their separation from employment, but not actually “used,” is less than convincing, however, for purposes of supporting the remedy they seek here.

Nor am I convinced that the data set forth in Employer’s Exhibit 14 represents an established past practice. Rather it demonstrates that going forward from 2004, with few exceptions, the additional supplement was not paid out to those departing the County (testimony of Ms. Hokanson).

Finally, in their post-hearing brief the Union has raised the issue of the compensation Ms. Becerra was entitled to while on paid administrative leave, claiming that the Center has to date only made partial payment to the Grievant for wages she should have received during the time she was on mandated paid leave prior to her dismissal.

Prior to the commencement of the hearing, the Employer’s representative gave some assurance to the Union that that matter would be taken care of, and although payment has been made to Ms. Becerra,

according to her representative, it was not "in full." Consequently, she is still owed approximately \$334 in connection with holidays that fell within the last four weeks covered by her paid administrative leave.

I recall the acknowledgement expressed by the County's representative that the matter would be addressed subsequently and the attendant agreement of the parties that the question therefore not be made a part of the proceedings. While Ms. Becerra may well have a legitimate claim to the additional funds now, the issue will not be addressed here as it was not made a part of the instant dispute under consideration. No evidence was entered into the record concerning this matter. Rather any further claim relative to back wages owed that is not resolved to the mutual satisfaction of both sides, is best left for resolution under the established grievance procedure.

**Award-**

But for the deficiencies demonstrated by the Union pertaining to the sub-standard treatment received by Ms. Becerra from the Employer's Director of Nutrition Services, and her repeated attempts to obtain additional help from members of management beyond her first line supervisor which were largely ignored, this grievance would in all probability

have been denied. Clearly, Ms. Becerra has exhibited continued problems with her job performance in recent years, and has otherwise been subjected to progressive discipline. However, the mitigating factors that have been addressed here warrant a reduction in the penalty administered to a slightly less severe penalty. Accordingly, for the reasons set forth above, the grievance is sustained to the limited extent that her termination be reduced to a suspension without pay, and she is to be forthwith returned to her former position at the Center. Hopefully, the Grievant has learned from this experience and will alter her approach to her position, making a genuine effort to correct her overall job performance (including improved attendance) and become a valued employee once again. Failing that, more severe discipline may well be justified.

No further remedy is ordered here.

---

Respectfully submitted this 16<sup>th</sup> day of July, 20120.

---

Jay C. Fogelberg, Neutral Arbitrator