**A MATTER IN ARBITRATION**

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| In a Matter Between: | Grievance: | Termination |
| PACIFIC GAS AND ELECTRIC COMPANY, | | |
| (Employer) | Hearing: | July 25, 2008 and August 11, 2008 |
| and | Award: | September 17, 2008 |
| INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245, | McKay Case No. | 08-239 |
| (Union) | Arb. Case No. 286 | |

**DECISION AND AWARD**

**GERALD R. McKAY, NEUTRAL ARBITRATOR**
**SALIM TAMIMI, UNION ARBITRATOR**
**DAN LOCKWOOD, UNION ARBITRATOR**
**MARGARET SHORT, EMPLOYER ARBITRATOR**
**KATHLEEN LEDBETTER, EMPLOYER ARBITRATOR**

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| (Union) | | |

## STATEMENT OF PROCEDURE

This matter arises out of the application and interpretation of a Collective Bargaining Agreement, which exists between the above-identified Union and Employer. Unable to resolve the dispute between themselves, the parties selected this Arbitrator in accordance with the terms of the contract to hear and resolve the matter in conjunction with a Panel of Arbitrators. A hearing was held in San Francisco, California on July 25, 2008. During the course of the proceedings, the parties had an opportunity to present evidence and to cross-examine the witnesses. At the conclusion of the hearing, the Panel and the Arbitrator took the matter under advice. The Panel met on August 11th to review the record and resolve the dispute. This writing is a reflection of the decision reached by the Panel.

## ISSUE

Was the Grievant, H , discharged for just cause? If not, what is the appropriate remedy?[1]

## RELEVANT CONTRACT LANGUAGE

The management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provision of this Agreement, arbitration or Review Committee decision, or letters of agreement, or memorandums of understanding clarifying or interpreting this Agreement.

## BACKGROUND

The Grievant worked for the Employer as a Machinist at its Diablo Canyon Nuclear Reactor Facility. He was hired by he Employer on July 20, 1982 and continued working until May 2007 when he was terminated. It is the position of the Employer that the Grievant:

> ". . . failed to follow the directions of your supervisor, to adhere to safe work practices and the Accident Prevention Rules when you worked on the SX-1-796 valve removal. You failed to heed not only the tailboard instruction, but also the work order, the coaching of a peer, and the direction of your supervisor in the field when you worked on the value without a scaffold. Furthermore, you were not wearing the proper Personal Protective Equipment."

As a result of these allegations, the Employer terminated the Grievant. It is the position of the Union that the Grievant may have acted in a manner that was not consistent with prudent safety practices, but the Grievant did so in order to complete the work assignment during a shutdown in a timely manner so that the other work necessary related to the valve could also be completed.

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[1] Transcript page 6

The Union asserted that he was encouraged to complete this work as quickly as possible by his supervisor even though his supervisor knew at the time that scaffolding was not available for the Grievant to stand on as he completed the work on the value. For all these reasons, the Union asked that the Grievant be reinstated with full back pay and benefits.

The Diablo Nuclear Plant was shutdown for what the parties refer to as a turnover when major maintenance is done on the facility. On May 9, 2007, the Grievant, who referred to as a Traveling Machinist, and his assistant, referred to as a Utility Worker, were assigned to remove the SX-1-796 valve. The valve needed to be removed so that it could be machined and replaced because the valve had been leaking. The valve was a large object about 2 feet in diameter and four feet long. Its location placed it off the floor by approximately 6 to 8 feet. The valve was connected by flanges at either end, which were secured by nuts and bolts. The Grievant's responsibility was to remove the nuts and bolts and take the valve down. Since the valve was very heavy, riggers had rigged it so that once the bolts had been removed the valve could be lowered safely to the floor.

The Grievant was given a work package describing the assignment.[2] The assignment sheets are prepared by the Employer on all projects, particularly during turnovers and provide an explanation of the work that is to be done. For example, one section describes the scope of work, another the clearance requirements, and another related work orders, as well as prerequisites. On this particular job, one of the related work orders called for scaffolding. It is customary for the craftsman to look at the job initially. The job is then discussed in the morning at a tailboard session during which the problems anticipated on the job are discussed and

resolved. The Grievant's supervisor, Mr. Keith Whitten, believed that he had a discussion with the Grievant at the tailboard meeting about the use of scaffolding. However, the Grievant's Utility Worker in her statement, Myra Martinelli, did not recall any discussion about a scaffold requirement at that tailboard meeting.

The Grievant and the Utility Worker went out to the valve at the completion of the tailboard meeting and began working. One side of the valve was accessible by a ladder, and the Grievant used the ladder to remove the bolts from the flanges on that side of the valve. However, the other side of the valve was located in such a position that a pipe extending down to the lower floor through a hole in the floor blocked ladder access to the valve. The Grievant was able to reach the valve from the top of a safety rail by standing on the rail and a pipe near the valve. In this manner, the Grievant attempted to remove the nuts on the flange using a wrench. However, because of the leaks and the material used to stop the leaks in the valve, the bolts were frozen. The Grievant was not able to remove the bolts with the wrench. A Rigger, who observed the Grievant standing on the rail, did not believe this was good practice and informed the Grievant of this. Apparently, the Grievant ignored him and the Rigger went to Mr. Whitten and reported to Mr. Whitten that he believed the Grievant was engaging in unsafe work practices and suggested that Mr. Whitten go to the job and look for himself.

Mr. Whitten, after making the rounds of other projects that were underway during the shutdown, eventually got to the Grievant's valve and saw the Grievant standing on the rail. Mr. Whitten testified:

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[2] Joint Exhibit 2, Exhibit 11

> "I saw H standing on the handrail with an electric impact wrench. And he had his harness on, but it wasn't attached to a lanyard or fall protection, which basically you have a harness on and then you have a lanyard that connects to that fall protection. . . .
>
> I asked him to come down and let's talk about some alternative ways or just talk about the job a little bit, because it was unsafe the way he was doing it. . . .
>
> We talked about different tools possibly to use for this in the future, as far as possibly -- because those cap nuts get really hard to come off. So whether we might need to get a welder out there to torch them off, an air impact. And then basically we talked about the need for a scaffold.
>
> So to perform the rest of this work in the position he was trying to get those, he could not perform that safely in my view."[3]

Mr. Whitten stated that he could not do it safely because he could not get the ladder in that area to reach the nuts that he had to remove. When Mr. Whitten completed his discussion with the Grievant, he stated:

> "I gave him a phone number of the scaffold, Mike -- his name is Mike, the scaffold foreman. And that I would go down -- you know, after I talked to him for awhile, I would go down and call OCC and call the scaffold people myself personally to verify that we did get scaffolding to this job to complete it safely."[4]

Mr. Whitten acknowledged that the package the Grievant received had a requirement that scaffolding be used on the job. However, Mr. Whitten stated:

> ". . . well, pretty much every package that you get out there will have that statement in there.
>
> Now, whether you need it or not, that is a judgment call by the craft. In some situations, if its safe you can do it safe without a scaffold that's -- they put it in there because its an elevated position. Some craft just feel a little bit safer doing it with scaffold in some situations. Some feel they could do it off a ladder."[5]

Mr. Whitten was not upset that the Grievant had used a ladder to remove the bolts on one side of the valve. He believed the Grievant could do so safely. No effort was made to revise the

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[3] Transcript page 32-33

package so that it reflected that the Grievant could use a ladder. The package remained as it was written stating that the entire project had to be done on a scaffold.

Mr. John Purkis, who has been employed with the Employer since December 2004, and at the time of this incident was the Director of Maintenance Services at the Diablo Canyon Power Plant, testified that he considered the incident involving the Grievant to be very significant because "it appeared from the report that he didn't follow a work package, nor the directions of the supervisor in the field."[6] Among other things, Mr. Purkis stated:

> ". . . there was a work package that specifically called out a prerequisite step for the scaffold to be built and approved.
>
> When I asked Mr. H if he had read the work package, he said that he hadn't taken time to read the work package, which is clearly not meeting expectations."[7]

Mr. Purkis went on to state:

> "Work packages are documents put together to help perform maintenance correctly. They often dictate sequence of steps. They often dictate prerequisites before the job is to begin.
>
> In this case, building a scaffold was listed as a prerequisite; making sure it was built and approved was listed a prerequisite. Often scaffolds are required but not listed as prerequisites. But in this case, it was called out separately as a prerequisite in the work package."[8]

Mr. Purkis stated he expected the journeymen to read that and to follow the requirement "before starting the work . . ."[9]

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[4] Transcript page 33-34
[5] Transcript page 29-30
[6] Transcript page 109-110
[7] Transcript page 110-111
[8] Transcript page 111
[9] Transcript page 111

Mr. Purkis believed that at the time of the tailboard meeting that Mr. Whitten understood that the scaffolding was necessary and conveyed that information to the Grievant. Mr. Purkis stated, "He knew there was a need for scaffolding. I do not know if he knew if it was built yet or not. Obviously it wasn't built. I don't know if he was aware of the fact it wasn't built."[10] Mr. Purkis testified that if there was not a need for scaffolding for part of the repair that the written document had to be changed before the work could proceed using a ladder rather than a scaffold. He testified:

> "I believe work in a nuclear power plant -- and I believe Mr. H understands this, and I believe that everybody working at Diablo Canyon understands this -- has to be done in accordance to the processes and procedures laid out.
>
> If you are asked to do something that's not in accordance with your work documents, you stop and get them changed first.
>
> If Mr. H thought he could do that safely without scaffolding, and he could get Mr. Whitten to agree, there's a process they could have gone through in order to change the work package, and everybody would agree on how they were going to go forward.
>
> It is not my expectation that you unilaterally make decisions like that and go charging out on your own, because that's how people get hurt, killed, and they have the ability to hurt and kill other people doing it."[11]

When Mr. Purkis was asked whether he was aware that Mr. Whitten allowed the crafts to make judgments with respect to whether they were going to use scaffolding or not, he testified, "I was briefed briefly on what Mr. Whitten said. I don't agree with that."[12] Mr. Purkis went on to state:

> "When a prerequisite is called out specifically, it is certainly the expectation that it's followed or changed. Certainly journeymen at Diablo Canyon are allowed to make judgments on how safely to do jobs. And unless they're directed by their work documents otherwise, they -- in concordance with whatever latitude their supervisor wants to give them, they can to perform that work.

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[10] Transcript page 148
[11] Transcript page 150-151
[12] Transcript page 152

> But both Mr. Whitten and Mr. H..... understand that the work package is to be followed. And if it's specifically called out in a work package, it needs to be changed before you move forward."[13]

However, Mr. Purkis acknowledged that the Grievant worked under the supervision of Mr. Whitten and should listen to what Mr. Whitten told him to do. Mr. Whitten's direction and expectations for the employees working under his supervision was "If in their judgment and they feel comfortable doing it with a ladder safely, then they can perform that work . . ."[14] Mr. Whitten did not believe it was necessary to change any paperwork before allowing the craftsperson to exercise judgment with respect to how to complete a job safely.

In the Employer's response during the grievance process, the Employer asserted with respect to the Grievant:

> "He violated even the most basic expectations for performing maintenance work at a nuclear plant, completely disregarding his supervisor's work instructions and those contained din the work order. Specifically, the grievant: 1) did not use the appropriate personnel (sic) protective safety equipment; 2) did not take the time to select the appropriate tool to perform the work; 3) did not listen and engage in an effective tailboard; 4) did not following the approved work documents with a sense of caution or perform work and adhere to work orders and instructions in a deliberate, conscientious manner; 5) did not stop and correct a work order before proceeding; 6) did not inform his supervisor if there is a potential problem with a task; 7) did not discuss deviations from the work plan with his supervisor before proceeding; and 8) did not keep the work steps and job status up to date and properly documented. Most importantly, the grievant did not follow his supervisor's clearly communicated work instructions on how to perform the work (with a scaffold) and admitted that he did not even read the work order that described in detail how the work was to be performed (with a scaffold)."

The Employer's assertions contained in its response were only partly supported by the evidence at the hearing. Those accusations reflect the expectations set forth by Mr. Purkis in his testimony. Mr. Whitten did not require the employees under his supervision to physically

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[13] Transcript page 152-153
[14] Transcript page 52

change written work orders that called for the use of scaffolds but permitted them based on their judgment to use whatever means the craft felt appropriate. The Employer's assertion that the Grievant did not select the appropriate tool to perform the work is also not supported by the testimony of either Mr. Purkis or Mr. Whitten. The conclusions those two witnesses came to was that the use of a sawzall was not the best tool, but it was an acceptable tool. The evidence with respect to the Grievant's failure to participate in a tailboard is not supported by Mr. Whitten's testimony. The Grievant did inform his supervisor with respect to the problem in completing the task. The supervisor failed to give the Grievant specific directions with respect to what the supervisor expected the Grievant to do in completing the task when the scaffolding was not available. Mr. Whitten left the Grievant without providing him instruction regarding what he should do until the scaffolding became available. Finally, the work the Grievant began was finished by the night crew without using scaffolding.

## DISCUSSION

The dispute between the Employer and the Union with respect to the Grievant reflects the gap between the levels of management that were operating at the Diablo Canyon Nuclear Power Plant in May 2007. It is clear, based on the testimony of Mr. Purkis and Mr. Whitten, that those two supervisors had quite different views of how the workplace should be organized and operated. Mr. Purkis expressed the opinion that everyone follows the written package that they receive with respect to how projects are to be completed safely. It was Mr. Purkis' opinion that per se failing to follow the package instructions was a significant violation of the Employer's safety rules. In contrast to this, Mr. Whitten stated that the instruction to use scaffold appeared in almost all of the packages and that he paid little attention to it. His instructions to his

employees were to exercise their judgment with respect to how they would go about completing a task. If the craft felt they could do it with a ladder, Mr. Whitten allowed them to do it with a ladder without making any written changes to the work package as, Mr. Purkis stated, was required. Obviously, if the Employer believes that the work package instructions are critical that instruction must first be given to the supervisors responsible for the employees who are to perform those tasks. Clearly, as it relates to the present dispute, Mr. Whitten apparently was not given those instructions by Mr. Purkis or did not understand them as Mr. Purkis described them.

Mr. Purkis jumped to a conclusion regarding the Grievant's conduct in performing the job, which is not justified based on the evidence that was available to him. First, Mr. Purkis concluded that the Grievant deliberately disobeyed the written order and knew that he was to have that written order changed before he did anything different than provided in the written order. This conclusion made by Mr. Purkis was a mistake. That is not how the plant operated and that is not the instructions the Grievant received from his supervisor, Mr. Whitten. Secondly, Mr. Purkis concluded that the Grievant deliberately disobeyed a directive of his supervisor. The evidence in the record does not establish that the Grievant was ever given a clear order by his supervisor with respect to how to complete the task. The manner in which Mr. Whitten gave the directions to the Grievant, based on his own testimony during the hearing, makes the direction more of a suggestion than an order. As Mr. Whitten stated, he and the Grievant explored several ways that would be better to complete the task than standing on the railing. If a supervisor wishes an employee not to continue to engage in a particular practice, it is incumbent on the supervisor to make that clear. In this particular case, Mr. Whitten should have told the Grievant clearly, using the Employer's three-point communication system that the

Grievant was not to continue to perform work on the valve while standing on the rail. Additionally, Mr. Whitten should have responded to the Grievant when he realized that a scaffold was not immediately available and provided other work to the Grievant or given the Grievant other instructions. It is abundantly clear that Mr. Whitten realized that there would be no scaffolding until the nightshift. If Mr. Whitten did not want the Grievant to continue to work on the valve without scaffolding, he then had an obligation to direct the Grievant to do something else, and to close that job down for the Grievant until the scaffolding could be produced. Mr. Whitten did not do so. In this respect, Mr. Purkis' conclusion that the Grievant deliberately disobeyed an order of Mr. Whitten is simply not accurate. The Employer has failed to establish any insubordination.

The Arbitrator recognizes that the shutdown creates a great deal of confusion and time pressures on all of the workers to get work done quickly so that the plant may be brought back on line. In these sorts of circumstances several things occur. First, supervisors have too many tasks to adequately address them in an appropriate manner. Had Mr. Whitten had a bit more time he would have realized the possibility that he was directing the Grievant to work on a valve without a scaffold and also realized that there was no scaffold available for the Grievant to use to work on the valve. That, of course, left a hole in what the Grievant was supposed to be doing. The other problem with shutdown is that employees working on the equipment have a greater responsibility to approach the process carefully and efficiently than they might have in a non-shutdown circumstance. It was incumbent on the Grievant to realize that Mr. Whitten was overwhelmed with the number of responsibilities he had to address and, in that context, assist Mr. Whitten by making clear to Mr. Whitten what the problem was that he was having with

respect to the job and lack of scaffolding. While the Grievant did not testify, from the report in the record, the Grievant never went to Mr. Whitten and explained to him that there was no scaffolding available and that he could, therefore, not do work on the valve since Mr. Whitten wanted him to do the work standing on a scaffold. The Grievant did not request other work to perform until the scaffolding was ready. Rather than do this, the Grievant simply assumed that Mr. Whitten wanted the work done and would turn a blind eye to the way the work was done so long as it got done. In this context, the Grievant decided to get the work done by standing on the railing even though the Grievant knew that this was not a safe way to perform that job. Had the Grievant completed the job without injuring himself, it is quite probable that no one would have known that he stood on the rail to complete the work. Unfortunately, for the Grievant, he got caught because he injured himself while standing on the rail. It may be that the equipment he was using was defective, but his lack of solid balance probably contributed to the injury. The Grievant failed to exercise appropriate judgment in deciding to go ahead and complete work in a manner that he knew was not safe.

What occurred in the present situation is that the Employer's plant was shut down for repairs. The plant needed to come back on line as quickly as possible. There were numerous tasks that needed to be performed and Mr. Whitten was responsible for making sure that many of those jobs were done correctly. The Grievant was part of that process and was doing his best to assist Mr. Whitten in getting jobs done quickly. According to Mr. Whitten, the Grievant is a good worker. What happened is that both Mr. Whitten and the Grievant failed to pay close enough attention to what was going on to complete the job of removing the valve in a safe manner. Mr. Whitten did not make it clear that the Grievant was to stop working on that valve

until a scaffold became available. On the other hand, the Grievant, when he realized no scaffolding would be available did not make it clear to Mr. Whitten that he could not continue to work on the valve since no scaffolding was available. Neither Mr. Whitten nor the Grievant bothered to clearly communicate this information to one another. As a result, the Grievant cut corners and, as a result, injured himself. When Mr. Purkis became involved, he applied standards, which are not commonly followed at the plant and made conclusions, which were not justified based on the evidence available to him. While the Grievant warranted discipline for failing to act in a prudent manner, there is no basis in the record that would have permitted Mr. Purkis to conclude that termination was the appropriate level of discipline.

The parties have a negotiated Positive Discipline Agreement that contains various levels of discipline. The Positive Discipline Agreement states in IV.C, "Offenses in each of the three categories are normally assigned a level of severity. Their level of severity can be minor, serious, or major in nature. As a general rule, the seriousness of the offense dictates which step of the Positive Discipline process would apply." Section III.A states, "Termination may also occur in those few instances when a single offense of such major consequence is committed that the employee forfeits his/her right to the Positive Discipline process. . ." The issue before the Arbitrator in the present case is one of performance. It is not a major, egregious violation of some safety procedure or other policy. The issue before the Arbitrator involves an employee who, in good faith, thought he would help out by doing a job quickly even though he did it in a manner that he realized was not safe. Employees should not perform work in the manner and the Grievant knew that he should not perform work in that manner. The Grievant believed, of course, that he could do it and not injure himself. Unfortunately, the Grievant was wrong. In a

performance issue of this nature, the use of progressive discipline is appropriate. In the Agreement on positive discipline, which the Union and the Employer have signed, the Employer has stated that it will use positive discipline to (1) improve communications between supervisor and employees; (2) improve knowledge and understanding by individuals of performance expectations; and (3) communicate the expectation of change and improvement through coaching and counseling.[15]

The positive discipline system contains several levels of discipline and pre-discipline. Depending on the nature of the violation, discipline may begin with coasting and counseling, move to an oral reminders, then to a written reminder, then to a decision making leave and, finally, to termination. When one looks at the types of conduct that are included under the termination without the use of prior disciplinary steps provision in this Agreement, it must have been clear, even to Mr. Purkis, that his decision to terminate the Grievant did not even come close to the standards contained in the Agreement. First, the Grievant had no prior discipline in his record at all. Therefore, the progressive discipline discussed in termination would not have applied. In the absence of that discipline, then the decision maker, such as Mr. Purkis, would have to determine that it fell into one of the following types of categories: theft, striking a member of the public, energy diversion, curb reading of meters. The Grievant's conduct is not of this character at all. It is a performance issue and it is a performance issue for which there was no prior discipline. It is not a serious egregious offense, such as gross insubordination or other conduct of that sort that would support a termination even when there is no other active record of discipline.

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[15] Union Exhibit #4

It is incumbent on supervisors, such as Mr. Purkis, to complete a proper investigation and then apply the facts found in the investigation to the circumstances under the terms of agreements that exist between the Union and the Employer. Had Mr. Purkis done this, he would have concluded, as the Arbitrator has concluded, that the Grievant knew he should not have completed the work in the manner in which he was trying to complete it, but that he did not violate any other policy that was being enforced by Mr. Whitten, nor was he being insubordinate to Mr. Whitten. Under these circumstantiates, the best that one could generate under the positive discipline program would be a written warning. Under the definition of Written Reminder, it states, "A written reminder is a formal conversation between a supervisor and employee about a continued or serious performance problem." For the Grievant to try to remove the nuts on the valve in the manner in which he tried is a serious performance problem. Everyone agreed that a tool other than a sawzall would have been a better tool to use than the sawzall. While the sawzall was not inappropriate, it was not a very efficient tool. Secondly, the Grievant realized that it was not safe to stand on the railing to do this and had been told by his supervisor that the supervisor did not think it was very safe. Having realized this, the Grievant had an obligation, as the Arbitrator stated earlier, to bring this all to the attention of Mr. Whitten, who was extremely busy at the time with many other jobs. The Grievant needed to tell Mr. Whitten that he only had a sawzall available to do the job, and he did not have scaffolding to stand on in order to do the work. Had he made this clear to Mr. Whitten, he and Mr. Whitten could have then come up with an alternative including a new assignment to complete until the scaffolding was ready. Mr. Whitten shares some of the responsibility for not making it clear to the Grievant that he was to stop work on that valve until scaffolding became available. The Arbitrator excuses Mr. Whitten to some extent on the basis that he was extremely busy during the shutdown.

Nevertheless, it was part of his responsibility is to keep track of the jobs that he is supposed to be supervising.

When the entire record is reviewed in the manner suggested by the Arbitrator, it is abundantly clear that the Employer did not have just cause to terminate the Grievant. What the Employer did have was just cause to impose discipline on the Grievant. Based on the evidence in the record, the appropriate discipline is a written warning. Had Mr. Purkis carefully reviewed the record and completed an appropriate investigation, he would have discovered that the conclusions he made were not supported by the practice in the plant or the expectations of the employees. Furthermore, Mr. Purkis would have discovered that the work of removing the valve was completed by other employees on the nightshift not using a scaffolding. The employees who completed the work by removing the bolts on the nightshift and not using a scaffold were not disciplined. Mr. Purkis testified that he did not even know about this until about a month before the arbitration hearing. That, in the Arbitrator's opinion, would be one of the first questions a supervisor would ask -- "How did the work get done?" Instead, Mr. Purkis chose to focus on what he believed was insubordinate conduct and the direct disobedience of a directive; neither of which occurred in the present case.

The level of discipline that the record supports is a written warning. The Employer is directed to reinstate the Grievant to his former position and to do so with back pay and benefits, less any outside earnings the Grievant received in the interim. The Employer is also directed to remove the reference to termination from the Grievant's personnel file and replace it with a written reminder, which will remain in the Grievant's file for a period of one year indicating that he is not to complete the work in an unsafe manner. The Grievant is responsible for exercising

good judgment in the performance of work and may not take shortcuts even though he believes it will assist the Employer in completing the work more quickly. The Grievant must understand that if he persists in performing work in an unsafe manner that the Employer will not tolerate this and he may be subject to further discipline or termination.

**AWARD**

The Employer did not have just cause to terminate the Grievant. The Grievant is reinstated with a written reminder and is to receive his full back pay and benefits. The Panel will retain jurisdiction over the issue of remedy.

**IT IS SO ORDERED.**

Date: September 17, 2008

**Gerald R. McKay, Arbitrator**