

AMERICAN ARBITRATION ASSOCIATION

ARBITRATOR'S OPINION & AWARD

JOSEPH M. DALY, ARBITRATOR

IN THE MATTER OF THE ARBITRATION BETWEEN

MAINE STATE EMPLOYEES ASSOCIATION

-AND-

STATE OF MAINE

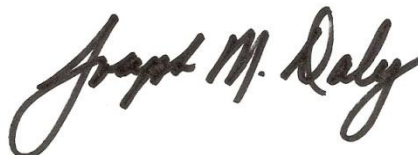
American Arbitration Association No. 11390 02413 10

Grievance of Michael Nadeau

AWARD

The undersigned arbitrator, having been designated in accordance with the Parties' collective bargaining agreement, and having duly heard the allegations and proofs of the Parties, AWARDS as follows:

The State of Maine did not have just cause to terminate Michael Nadeau for the reasons set forth in the June 24th, 2010 letter of termination. To remedy the unjust discharge, Mr. Nadeau must be reinstated to his position and made whole for lost wages and benefits.



DATE: January 26, 2012

JOSEPH M. DALY, ARBITRATOR

BACKGROUND

A hearing on this grievance was held on November 16th and 17th 2011 in Augusta, Maine. Timothy L. Belcher, Esq., represented the MSEA and Cynthia Montgomery, Esq., represented the State of Maine. At the hearing, both Parties were afforded the opportunity to present and cross-examine witnesses and to present documentary evidence. After the hearing both Parties filed written briefs that were received by the arbitrator on or about December 20th, 2011, at which time the hearing was declared closed.

ISSUE

The Parties agree that the issue for resolution by the arbitrator is:

Did the State of Maine have just cause to terminate Michael Nadeau, based on the reasons set forth in the June 24, 2010 letter of termination? If not, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The Parties have executed a collective bargaining agreement covering all times relevant to this grievance. Article 22 of the Agreement provides as follows:

ARTICLE 22: DISCIPLINE

No Employee shall be disciplined by the State without Just Cause

ARTICLE 33: GRIEVANCE PROCEDURE

2.4 (C) The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The arbitrator shall have no

authority to add to, subtract from or modify any provision of this agreement...

ARTICLE 41: MANAGEMENT RIGHTS

The MSEA-SEIU agrees that the State has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right ...to discipline and discharge employees...

RELEVANT STATUTORY PROVISIONS

Title 24-A Section 209 (1) (MAIN INSURANCE CODE)

Prohibited Interests, rewards

The Superintendent, or his deputy, or any examiner or employee of the bureau shall not be connected with the management or be holder of a material number of shares of any insurer, insurance holding company, insurance agency or broker...

Title 24-A Section 6897 (8) (MAINE INSURANCE CODE)

8. Conflict of Interest. The following provisions apply.

An examiner may not be appointed by the superintendent if the examiner, either directly or indirectly, has a conflict of interest or is affiliated with the management of or owns a pecuniary interest in any person subject to examination under this chapter...

RELEVANT POLICY STATEMENTS, MAINE DEPARTMENT OF
PROFESSIONAL & FINANCIAL REGULATION (D.P.F.R.)

Conflict of Interest and Ethics Policy

Bureau of Insurance

GUIDELINES FOR POTENTIAL CONFLICTS OF INTEREST

Employees of the Bureau of Insurance are prohibited by 24-A M.R.S.A. Section 209 (1) from holding a financial interest in any insurance transaction except as a policyholder or claimant. That means employees of the Bureau cannot hold a “material number of shares in a regulated insurance entity; hold a license as a producer, broker or other type of license; or have any relationship with the management of a regulated entity

FACTS

Michael Nadeau, the grievant herein, has been an employee of the State of Maine for approximately thirteen (13) years; the last ten years of his employment has been in the Bureau of Insurance, in various positions, including that of Examiner, Senior Examiner, and Examiner-in-Charge. The evidentiary record before me reveals that Mr. Nadeau has never been formally disciplined for any reason.

One of the primary functions of the State’s Bureau of Insurance (hereinafter variously referred to as “the Bureau” or “the Employer”) is to conduct periodic audits or ‘examinations’ of insurance companies domiciled and/or doing business within the state. Depending on the size of the insurance company, audits are done either every three or every five years. An audit is a lengthy process during which examiners from the Bureau will physically work within the insurer’s offices for as little as a few weeks to several months. In the course of the Audit, examiners engage in a

comprehensive review of the insurer's financial status, including the company's accounting practices, investments, reserves, claims, and the like.

In 2005 Mr. Nadeau was part of a Bureau team performing an on-site examination of the North East Insurance Company (NEIC). While so engaged, he became acquainted with one of the managers of NEIC, Ms. Tina Candage, whose title was that of Assistant Vice President and Regional Claims Manager. Towards the end of the examination, Mr. Nadeau asked his Examiner in Charge, Jim Williams, about the propriety of dating employees of insurance companies. Mr. Williams testified at this hearing that he discussed Mr. Nadeau's inquiry with the Bureau's Deputy Superintendent, Eric Cioppa. He further testified that he called Nadeau back and said to him "Mike, it violates our code of conduct and compromises our appearance of integrity" (*Testimony, Williams*). Mr. Williams also testified that Mr. Cioppa agreed with him that "Mike should not be having a relationship with someone *at the company he is examining.*" (*Testimony, Williams*) (emphasis added)

Mr. Nadeau recalled this exchange somewhat differently. According to Mr. Nadeau, when Williams called him back he said "It's o.k., you can date a member of a regulated entity, but not while examining them, so wait until after the examination is done. Don't make this a habit." (*Testimony, Nadeau*)

Nadeau in fact waited until the examination was complete before commencing a relationship with Ms. Candage; early the following year, in 2006, Nadeau and Ms. Candage began living together. Nadeau reported this fact to Mr. Williams at the time he moved in with Candage, since Nadeau was changing his home headquarters for expense/billing purposes. Mr. Williams commented to Nadeau "that was fast". (*Testimony, Nadeau*)

In January of 2008 Nadeau and Ms. Candage married. He made no pre-wedding announcement to his colleagues at the Bureau, but came back from his honeymoon wearing a wedding ring. Within a few days "they all

saw it, were surprised, happy, and planned a little party for me. We got a conference room, some cake, a card, and a present of opera tickets.”
(Testimony, Nadeau)

No one from the Bureau ever said anything to Nadeau about his marriage from 2008 until 2010. In 2010 Mr. Nadeau was assigned by Stuart Turney to begin preparing for an audit/examination on the NEIC. Nadeau responded that since he was married to a manager at NEIC, it would, in his opinion, pose a conflict of interest on his part to participate in an exam on NEIC. When Turney persisted in assigning Nadeau to the audit, Nadeau “went over his head” to Bureau Deputy Superintendent Eric Cioppa. Nadeau wrote a memo to Cioppa on April 29, 2010, in which he wrote, in pertinent part:

Michael Nadeau has been assigned the examiner in charge role in the examinations of North East Insurance Company and York Insurance Company of Maine...NEIC is a wholly owned subsidiary of One Beacon Insurance Group. On February 22, 2010 Tower Group entered into a purchase agreement to acquire control of York by acquiring all of the issued and outstanding shares of York from One Beacon Insurance Group...Michael Nadeau has prepared the following disclosure for review and consideration by Bureau legal counsel...the following facts are being disclosed to the Bureau that could or may be perceived as a conflict of interest...

My wife, Christine Nadeau (aka Tina Candage) is employed by Tower Group as the Assistant Vice President of New England Regional Claims Operations and Branch Claims Manager in the Scarborough, Maine office. She is responsible for Tower Group’s casualty claims...her responsibilities include claims reserves and payments up to her authority limit of \$150,000...

Tower Group Inc., headquartered in New York City, is a publicly traded holding company listed on the NASDAQ Global Select Market under the symbol “TWGP” and has approximately 45 million shares outstanding. Christine and I jointly own 243 shares of Tower Group. In addition, Christine is the beneficial owner of 1,478 shares of restricted stock.

A written response as to whether any of the disclosures are or may be perceived as a conflict of interest or lack of independence and whether I should be recused from the financial examination of either company is requested.

Mr. Cioppa sent Nadeau's disclosure to Tom Sturtevant, an Assistant Attorney General assigned to handle Bureau legal issues. Mr. Cioppa testified that he got a phone call from Sturtevant in which Sturtevant opined that "Marriage is a connection as far as section 209 goes. Then the next question would be whether she was in management, because section 209 mentions management". (Testimony, Cioppa) Cioppa also testified that he received an email from Sturtevant which reads as follows (State's Exhibit 1)

From: Sturtevant, Tom
Sent: Tuesday, May 11, 2010 2:57 p.m.
To: Cioppa, Eric A; Loisel, Michaela T.
CC: Bolton, Jonathan
Subject: Prohibited Interest/Conflicts and Maine Law

Compare and Contrast insurance law with public utility law. See also Title 5, section 18.

More Discussion to follow, but I wanted to pass this along ASAP for your review and consideration.

Insurance Code section 209 prohibits any "connect[ion] with", PUC law section 109 prohibits any official or professional "connection or relation with".

Mr. Sturtevant attached as part of his email portions of the Public Utilities statute on Conflicts of Interest Title 35-A, section 109, a copy of Title 24-A Section 209, and a copy of the Department of Professional & Financial Regulations "Guidelines for potential conflicts of Interest", (the latter two of which are set forth in this Award at pages 3 and 4.)

Mr. Cioppa was then asked on direct examination:

Q After receiving this, did you draw any conclusions on whether Nadeau's marriage created a conflict.

A Yes. She was a member of management, we felt the law compelled termination.

Nadeau was placed on leave, and on June 24 he was given the following letter of termination:

Dear Mr. Nadeau:

The purpose of this letter is to formally notify you that the investigation into a potential conflict of interest as outlined in Deputy Superintendent Eric Cioppa's May 4, 2010 letter to you is now complete.

The facts indicate that your marriage to an insurance company manager represents a conflict of interest pursuant to 24-A M.R.S.A. section 209.

As a result of this determination, your employment with the Bureau of Insurance will cease on July 1, 2010. Prior to the termination taking effect, you have a right to meet with me and present information on any extenuating circumstances pertinent to this situation...

Sincerely,

Anne L. Head
Commissioner

Following his discharge, Mr. Nadeau and the Union filed the instant grievance, which has progressed through the Parties' contractual grievance procedure, without resolution, to this final stage of arbitration.

POSITIONS OF THE PARTIES

THE STATE OF MAINE

The Employer contends that it had just cause to terminate Mr. Nadeau:

“The dictionary definition of ‘just cause’ is “fair, adequate, [or] reasonable cause. Legitimate cause; legal or lawful ground for action; such reasons will suffice in law to justify the action taken”. Black’s Law Dictionary, 6th Edition, St. Paul, West Publishing, 1990. In essence, ‘just cause’ refers to a standard of reasonableness used to evaluate a person’s actions in a given set of circumstances. When there is just cause for an action, there is a legally sufficient reason for it. In the case at hand, then, the question for consideration is whether the State had a legally sufficient reason for terminating Mr. Nadeau’s employment? The State submits, without hesitation, that despite the unpleasant consequences of adhering to the law, the answer is in the affirmative.”¹

The State argues the following with regard to the question of whether it had a ‘legally sufficient reason’ for terminating Nadeau:

“...the Maine Insurance Code prohibits more than engaging in conflicts of interest. The Insurance Code prohibits “connections” between (Bureau) employees and insurance company management...AAG Sturtevant notified Cioppa of the content of 24-A M.R.S.A Section 209. Up to that moment, Cioppa was unaware the statute even existed. Sturtevant further advised Cioppa that it was his opinion and belief that the marriage between Nadeau and Candage constituted a “connection” as contemplated by statute. Continuing to employ Nadeau in the

¹ Post hearing brief of the Employer, page 10.

face of that “connection” would, therefore, constitute a violation of the Section 209 prohibition...as unpleasant as the consequence may have been, the (Bureau) made a reasoned decision to terminate an employee who undoubtedly had a “connection” to management of an insurance holding company in derogation of the law. Choosing, as it did, to comply with the law upon its discovery of the statute along with Nadeau’s situation, the (Bureau) acted with legitimate cause for the action taken.”²

The state next points to the Union’s contention that Nadeau’s marriage is not the sort of “connection” contemplated by the statute, and argues that I do not have any contractual authority to interpret the Maine Insurance Code:

“If the statutory language in the Insurance Code is insufficient for the purposes intended by the legislature, the correction of any such defect belongs in one of two places, and contract arbitration is not one of them. The Legislature, itself, can always take on the task of clarifying the Section 209 prohibition against such “connections” or the Maine Courts can tell it to. It is not for this arbitrator, however, to reach outside of the contract and into the Maine Insurance Code to determine whether the Maine Legislature accurately drafted language relative to its intent.”³

The State additionally argues that the Legislature has drawn an “absolute” line that prohibits all “connections” without limitation, and that any speculation on the part of the Union, and especially on my part, would be inappropriate and irrelevant:

“The Legislature cannot be second guessed and any such second guessing would clearly exceed the arbitrator’s authority and...would serve as an additional basis for vacating such an

² Post hearing brief of the Employer, pages 11-12.

³ Post hearing brief of the Employer, page 13.

Award. This arbitrator's authority is limited to the determination of whether there was just cause to terminate Nadeau's employment. Nadeau's connection by way of his marriage to a manager in a regulated company was a legitimate, lawful basis for his termination. It was required by statute. There was just cause for the action, and it must be upheld."⁴

For these reasons, the state urges that the termination be upheld, and the grievance denied.

THE UNION

The Union contends that the State did not have just cause to terminate Mr. Nadeau's employment; in support of this contention the Union advances the following arguments.

The Union first notes that:

"The State concedes in this case that Michael Nadeau was not terminated for misconduct, but asserts that his employment is prohibited by law, due to his marriage. The Termination rests entirely on (the State's) interpretation of four words in a statute: whether the term "connected with the management" encompasses marriage, or whether it refers instead to professional connections. The Union submits that the statutory question is clear: Maine's conflict of interest laws do not police the private lives of State employees, but rather require employees to disclose and abstain from particular proceedings involving close family members...The evidence showed that Mr. Nadeau properly disclosed his relationship and abstained from any examination of his wife's company. Moreover, there is no dispute that he took any action that either gave her employer an advantage, or

⁴ Post hearing brief of the Employer, pages 17-18.

disadvantaged any competitor. There was no complaint from any third party. Indeed, Mr. Nadeau was open about who he was married to, and his wife was well known within the Bureau of Insurance. The issue came to a head not because Mr. Nadeau took any improper action, but on the contrary because he refused to obey a direct order to participate in an examination of his wife's employer.⁵

The Union next contends that the State relied on the wrong statute when it terminated Mr. Nadeau:

“An examination of the law must start with the fact that the State applied the wrong statute to Mr. Nadeau's work. Mr. Nadeau was working as an examiner, and examinations are covered by the conflict of interest provisions in section 223:

An examiner may not be designated by the superintendent if the examiner directly or indirectly has a conflict of interest or is affiliated with the management or owns a pecuniary interest in any person subject to examination...(24-A M.R.S.A. Section 223 (1) (A)

This section...applies directly to the examinations performed by Mr. Nadeau... While non-examiners employed by the Bureau could not be “connected with the management” of listed entities, Mr. Nadeau could not be “designated” to examine a company if he was “affiliated with the management” of “any person subject to examination”. The fact that the State applied the wrong statute is significant for several reasons. First, it undermines the suggestion that the Assistant Attorney General's advice is entitled to deference, since he somehow failed to apply the correct statute. Second, and more critically, the Legislature's use of the word “affiliate” in section 233 clearly suggests a business or

⁵ Post hearing brief of the Union, pages 1-2.

professional relationship: spouses are not referred to as being “affiliated” with each other.”

The Union next contends that the State’s interpretation of Section 209 is inconsistent with Maine Law governing conflicts of interest in state employment:

“...Mr. Nadeau is entitled to employment as an examiner under either section 209 or 233, since neither statute prohibits marital relationships between examiners and managers of regulated entities. The State has read the law incorrectly to create the only marital disqualification in all of state employment...the (State’s) interpretation of the statute would prohibit a clerk-typist from employment with the Bureau if he or she were “connected with” an office manager of a small town insurance broker. It is difficult to imagine any legitimate purpose served by such a prohibition...If Section 209 is interpreted to require the termination of secretaries whose children are promoted to manage insurance brokerages, the rule is absurdly overbroad and serves no plausible state purpose. No other law bars the State from employing any person based solely on their personal or family relationships. On the other hand, if section 209 is read to be consistent with the other cited statutes, to bar professional connections or affiliations, the prohibition is consistent with other Maine Laws, and is eminently reasonable.”⁶

The Union further argues that the State cannot prove just cause merely because it relied on its attorney’s advice:

“The State appears to claim that it was entitled to rely on its attorney’s advice in firing Mr. Nadeau, and that it should be given a pass to fire without just cause because any error was

⁶ Post hearing brief of the Union, page 8-10

made in good faith. Most Employers rely on their lawyers when they fire employees...(The State) is entitled to listen to its lawyer, but it must still establish that the lawyer was right. Just cause does not call for a deferential review to the employer's use of discretion. Instead, the arbitrator views the dispute de novo, and must determine whether the employer has cause to terminate..."⁷

Accordingly, the Union concludes that the State erred when it interpreted section 209 to bar Mr. Nadeau from employment because of his marriage to Tina Candage; thus, the Union seeks an Award reinstating Mr. Nadeau to his position with back pay and benefits.

DISCUSSION AND OPINION

The issue that has been submitted to me for resolution is whether or not the Employer had just cause to terminate Michael Nadeau. One standard of review commonly utilized by arbitrators to evaluate the presence or absence of just cause whenever an Employer has imposed discipline is as follows: (1) Was the employee reasonably aware of the Employer's rules, policies, or expectations of conduct, an infraction of which might result in disciplinary action?; (2) Did the Employer present sufficient evidence to prove that the employee committed the infraction?; and (3) Was the level of discipline imposed appropriate under all the circumstances, and not tainted by disparate treatment, bias, arbitrariness, animus or a lack of workplace due process? If the evidence requires a negative answer to any one of these questions, the disciplinary action imposed by the Employer generally lacks just cause.

In this case, however, I have been encouraged by the State's Chief counsel to disregard any traditional measures of just cause, since many of the criteria used in a *just cause* analysis apply only to cases wherein an employee is charged with misconduct. Here, the State concedes that Mr. Nadeau did not engage in any form of misconduct; rather:

⁷ Post hearing brief of the Union, page 13.

“The termination in this case was implemented due to management’s belief that Mr. Nadeau’s marriage created a conflict of interest that violated the law...In fact, the witness testimony made it clear that the termination was simply the only option management saw as a successful way to bring itself within the bounds of the law.”⁸

The State contends, in essence, that Nadeau is disqualified from employment in the Bureau—and thus his employment had to be terminated—because of his marriage to a manager in an insurance company, since that marriage constitutes a statutorily prohibited “connection” between him and the insurance company. In other words, the State contends that the law required his termination. Accordingly, then, the burden on the State here is to prove, at a minimum, by a preponderance of the evidence, that the law indeed required that Nadeau be terminated.

There is no documentary evidence in the record, whether by way of statute, judicial decision, or formal written opinion of the Attorney General which clearly and unequivocally states that Nadeau’s marriage to a manager in the insurance industry equates to his being “connected with the management...of any insurer”. (Section 209) Rather, the only evidence in the record that has been offered to prove that Nadeau’s marriage contravenes section 209 is an informal (unwritten) opinion from Assistant Attorney General Tom Sturtevant. The State introduced a copy of an email from Mr. Sturtevant that does not set forth any opinion or conclusion that Nadeau’s marriage to a manager in the insurance industry equates to being “connected with the management” of an insurer; rather, his email merely states that there would be “more discussion to follow”, and he attached copies of section 209 and a comparative statute governing the Public Utility Commission, and a copy of the D.P.F.R.’s guidelines on potential conflicts of interest.

⁸ Post hearing brief of the Employer, p. 10.

Mr. Sturtevant did not testify at this arbitration hearing. However, Superintendent Cioppa testified that following his receipt of the email from Sturtevant, he had a subsequent telephone conversation with Sturtevant in which he (Sturtevant) opined that “marriage is a connection as far as section 209 goes.” (Testimony, Cioppa). Accordingly, on the strength of this verbal opinion and the conversation between Mr. Sturtevant and Mr. Cioppa, the Bureau determined that “the law compelled termination”. (Testimony, Cioppa).

The State does not dispute the fact that it is required to demonstrate just cause for Mr. Nadeau’s termination; however, the State argues that it need merely show that it had a “legal or lawful ground for its action”, and that the termination was “fair” or for “reasonable cause”. Clearly, the claimed “legal or lawful ground” for the State’s termination of Nadeau was *the statute* (section 209(1), *as interpreted by Mr. Sturtevant*). I have no intent of interpreting section 209, and indeed I have been cautioned by the State to avoid both statutory interpretation and second guessing legislative intent, and I shall. However, if the State insists that the law required Nadeau’s termination, *it must present sufficient evidence to support its assertion*. As noted earlier, Mr. Sturtevant did not testify at this hearing, nor is there any evidence suggesting that he ever reduced his opinion to writing. Also as noted earlier, there is no record evidence of case law, judicial decision, or formal AG opinion indicating that by virtue of being married to a manager in the insurance industry, Nadeau was “connected with the management...of any insurer”. If there were such evidence, it is reasonable to assume that the State would have entered it into the record, and it did not. Thus, though irrelevant, it is fair to observe that Nadeau’s situation likely represents a case of first impression for the State as an Employer.

As noted earlier, the State acknowledges that the reason for the termination, from a *just cause* perspective, must be “fair” and “reasonable”; and as suggested in the opening paragraph to this discussion, the concepts of ‘fairness’ and ‘reasonableness’ contemplate that when an employer is deliberating whether or not to discharge an employee (one whose dismissal

is governed by a contractual *just cause* provision) the Employer is obliged to demonstrate that its deliberations were reasoned and supported by appropriate facts and/or conclusions. In simpler terms, the Employer is obliged to take reasonable efforts to make sure it gets it right.

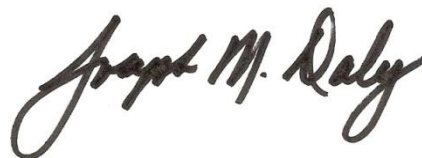
In this case, there is absolutely no evidence of any critical analysis or legal reasoning supporting the legal conclusion that Section 209 disqualified Nadeau from continued employment with the Bureau. None of the statutory provisions or ethical guidelines introduced into the record clearly compelled Nadeau's termination; and the notions of 'fairness' and 'reasonableness' required the State, when determining whether or not to discharge an employee with thirteen years of unblemished service to the State, to gather and present at least a modicum of evidence, or analysis, or reasoning to support its interpretation of the various statutes and ethical guidelines. It did not, either at the time of its decision making, or at this arbitration hearing. Nor is there any evidence that the Bureau considered any alternatives to termination, in terms of assignment of duties to Nadeau, which from a legal and operational perspective would have allowed for his continued employment. Again, in simpler terms, there is no record evidence that the State made sufficient efforts to make sure it was right. There are several facts and amply supported findings from the evidentiary record that should have prompted the State to evaluate the 'fairness' or 'reasonableness' of its conclusion that the law required Nadeau's termination, beyond the absence of a clear statutory mandate and beyond the fact of his many years of service to the State: (a) Nadeau's marriage to Candage was known to the Bureau for at least two and a half years before he was terminated, as was the fact that he was living with Candage for two years before he married her. The only time Mr. Cioppa said *anything* to Nadeau about Ms. Candage was in 2005, when Nadeau inquired about the propriety of dating an insurance company manager. Mr. Cioppa passed along, through Mr. Williams, the directive that he should not be dating anyone *at a company that he is examining*. And, it is undisputed that Nadeau adhered to that directive, and did not start dating Candage until the examination was completed (see testimony, Williams and

Cioppa, p. 5 of this Award); (b) There is no written or verbal rule or policy within the Bureau that prohibits employees from being married to, or living with, insurance industry managers; (c) no complaint of conflict of interest was ever lodged against Mr. Nadeau; (d) it was Nadeau himself who resisted his supervisor's direction to perform an examination on the insurance company for which his wife worked; and (e) there is no evidence that the Bureau would have been unable to efficiently manage its operations if Nadeau were not assigned to examinations involving the insurance company by which his wife was employed.

For the reasons discussed above, the record before me compels the conclusion that the State has failed to meet its burden of proving that the law required Nadeau's termination; accordingly, there was no just cause to terminate his employment.

AWARD

The State of Maine did not have just cause to terminate Michael Nadeau for the reasons set forth in the June 24th, 2010 letter of termination. To remedy the unjust discharge, Mr. Nadeau must be reinstated to his position and made whole for lost wages and benefits.

A handwritten signature in black ink that reads "Joseph M. Daly". The signature is written in a cursive style with a large, sweeping initial "J".

Date: January 26, 2012

Joseph M. Daly, Arbitrator