COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:	
CITY OF LOWELL -and- AFSCME, Council 93	ARB-21-8617

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Helen Anderson, Esq. - Representing City of Lowell

Justin Murphy, Esq. - Representing AFSCME, Council 93

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The City did not violate the collective bargaining agreement when it: (1) paid an overtime rate of 1.5 base hourly rate for the clinical nurse managers and nurse coordinator, and (2) when it denied the nurse coordinator's request to switch from a fifty-two week pay schedule to a forty-four week pay schedule. The grievance is denied.

Timothy Hatfield, Esq.
Arbitrator
March 9, 2023

INTRODUCTION

On May 12, 2021, AFSCME, Council 93 (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via Web-Ex on January 24, 2022.

The parties filed briefs on March 24, 2022.

THE ISSUES

Did the City violate the collective bargaining agreement and/or past practice by paying an overtime rate of 1.5 base hourly rate for the clinical nurse managers and nurse coordinator? If so, what shall be the remedy?

Did the City violate the collective bargaining agreement and/or past practice when it denied the nurse coordinator's request to switch from a fifty-two week pay schedule to a forty-four week pay schedule? If so, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

Article VI Grievance Procedure and Arbitration (In Part)

Section 1. Matters Covered

> As provided in M.G.L. c. 150E, §8, the grievance procedure hereinafter set forth shall only be involved in the event of any dispute concerning the interpretation or application of this collective bargaining agreement. No other matters shall be the subject of the grievance procedure.

Article XXIV Wages (In Part)

All percentage increases to members' base salaries shall be reflected in the City's salary grid. …

B. Supervisory Differential

The parties agree the following three titles: Clinic Nurse Managers, Nursing Coordinator, Nurse Manager Public Health, and Program Director Planner shall receive a ten percent (10 %) supervisory differential based on weekly salary amounts.

Article XXX Hours of Work / Work Week (In Part)

Section 6.

The work year for all school nurse managers will be one hundred and eighty-two (182) days long at current school hours. This will include one hundred and eighty (180) days the students are in session and two (2) days of training for which attendance shall be mandatory. This provides for one (1) day of training before school begins and one (1) day after the end of the school year for required CPR/First Aid training as well as other training determined by the Health Director. The Nurse Coordinator's work year will be one hundred and ninety-two (192) days at current school hours, as Nurse Coordinators work one week prior to the return of school nurses, and one week after they have finished. Since the City may be offering CEU and PDP classes pertinent to maintaining certifications, personal days cannot be taken.

Article XXXIII Overtime (In Part)

Section 2.

… Overtime shall be paid at time and one half the basic hourly wage for hours worked in excess of thirty-five, thirty-seven 1/2, or forty hours in the work week, provided that funds are available within said department.

Section 3.

… The Employer agrees that overtime shall be equally and impartially distributed among personnel in each area who may perform such related work in the normal course of their work week according to the seniority of the employee as defined within the contract. …

FACTS

The City of Lowell (City or Employer) and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration. The grievant, Mary Moffett (Moffett) is a Nurse Coordinator who works in a class that includes Nurse Managers. Moffett was hired in 2015 as a fifty-two week pay period Nurse Coordinator with job class 2781. Moffett works 192 days per year and receives a 10% salary differential under the collective bargaining agreement. The Nurse Managers work 182 days per year. Under the City's salary grid system, this class of employees is paid on grid 24A.

Job classifications assigned to Salary Grid 24A, including the Nurse Coordinator and Nurse Managers, are paid on a fifty-two week pay schedule. The salary grid lists the annual pay, the hourly rate, the daily rate, and the pay period salary for each of the six steps. The City calculates the hourly rate by dividing the annual salary by the number of pay periods and the number of hours worked per pay period. The City calculates the overtime rate by multiplying the hourly rate by 1.5.

Moffett's predecessor as Nurse Coordinator, Lesa Breault-Gulbicki (Breault-Gulbicki) also worked in job class 2781 on Salary Grid 24A receiving fifty-two pay periods a year. Prior to Breault-Golick, the Nurse Coordinator position was job classification 2748 on Salary Grid 24 and paid over forty-four weeks. Salary Grid 24 establishes a salary that is approximately 9.05% less than the annual salary for Salary Grid 24A.

During the summer of 2020, the City offered employment to bargaining unit members outside of their union collective bargaining agreement to assist with

contact tracing during the COVID-19 pandemic. For this work a new pay rate was created by agreement with the Union, and the monies were provided by outside sources. The bargaining unit employees who elected to work over the summer were paid an hourly rate based on their annual salary divided by 192/182 days and seven hours per day. This rate was limited to the weeks worked (which was at the employees' discretion), with a maximum of ten weeks. During this time period bargaining unit employees received two checks; their regular fifty-two week paycheck for their bargaining unit work, and a pay check for their non-bargaining unit work as a contact tracer during the pandemic. At the beginning of the school year, the employees returned to their bargaining unit positions.

In late August 2020, Moffett requested to be switched from fifty-two pay periods to forty-four pay periods as she felt her overtime rate was being calculated incorrectly. The City denied the request.

On or about December 3, 2020, the Union filed two grievances concerning the calculations of overtime for Nurse Managers and the Nurse Coordinator, and for the denial of Moffett's request to move from fifty-two pay periods to forty-four pay periods. The grievances were denied at all steps by the City resulting in the instant arbitration.

POSITIONS OF THE PARTIES

THE UNION

The City of Lowell is inappropriately under paying some employees based on a narrow view of contract interpretation. Article 33 of the Agreement specifies,

"employee shall be paid overtime at time and one-half the basic hourly wage in excess of the employees' normally scheduled hours." The City wishes to simply take the employee's current hourly wage and multiply it by time and one-half (1.5). However, this approach is incorrect, as the City is fully aware of employees who elect to receive their paychecks over the summer, and thus decreasing their hourly wage overall. To find an employee's true hourly wage, the City should take the employee's annual salary, divide it by how many days they work (182 / 192), divide it again by seven (7) hours, and then multiply it by 1.5. Such interpretation would be consistent with the Parties' Agreement and the Law. Further, the Nurse Coordinator should not be estopped from switching back to a forty-four (44) week pay period, because: (1) the 2007 MOU provides for this pay period, (2) other employees are allowed to, and (3) the previous Nurse Coordinator was allowed to do it. The Nurse Coordinator is simply trying to help the City, by making sure she is being paid correctly. To stop her from switching is inequitable, as all other employees are allowed to do this.

During the arbitration, the City's witnesses all testified to the fact that the employees were all paid correctly. However, none of the City's witnesses could speak to the intent of the collective bargaining agreement(s), or reason why an obsolete salary grid was even being used. The Nurse Coordinator currently receives $45.5449 per hour. This is only because she is electing to receive a paycheck over the summer, because she does not work 52 weeks a year. She only works 44 weeks, and so she could either go without a paycheck for the remaining 8 weeks or split her annual salary over 52 weeks. There is no question that this

practice occurs with City employees. However, once an employee's salary is spread over 52 weeks as opposed to 44, their hourly rate changes to accommodate this change. If the hourly rate stayed the same, the employee would receive more money than they actually worked because of the additional 8 weeks.

This is not a case in which the employees are being overpaid; instead, they are being drastically underpaid in overtime payments. Rather than apply a different overtime rate, the City is simply multiplying the current hourly rate, regardless of an employee's status. However, this is inappropriate – because overtime "shall be paid overtime at time and one-half the basic hourly wage in excess of the employees' normally scheduled hours." When the employees receive their overtime, it is time and one-half their reduced hourly wage. This is a violation of the parties' Agreement, as there is no language that would allow for such reduction. This is a difference of approximately twelve ($12) dollars per hour for the Nurse Coordinator, and approximately fifteen ($15) dollars per hour for the Clinical Nurse Managers.

The Word "Basic" Is Ambiguous

"If an agreement is susceptible of two constructions, one of which would work a forfeiture and one of which would not, the arbitrator will be inclined to adopt the interpretation that will prevent the forfeiture."[1] Article 33 of the parties' Agreement provides for the payment of overtime. The difference between the Union's argument and the City's argument rests solely upon what the word "basic" means in the following: "Overtime shall be paid at time and one half the basic

[1] City of Marion, Ohio, 91 LA 175 (Bittel, 1988).

hourly wage for hours worked in excess of…" If the City wanted to, it could have written that overtime shall be paid at time and one-half the "reduced" hourly wage. However, it did not do so in this case, nor is there any evidence that was the intent of the parties. While "basic hourly wage" does not have a dictionary definition, the Massachusetts overtime statute provides aid: "[a]ny permanent employee of a city…who is required to work in excess of his regular number of maximum hours per week as regulated by law… shall be compensated for such additional hours of service at a rate of one and one-half times his regular hourly compensation."

It stands to reason that if the employees did not choose to receive their pay over fifty-two (52) weeks, then their regular rate would apply for a certain number of weeks (either 44 or 42). Therefore, an employee's regular rate multiplied by time and one-half generates the correct overtime rate. Essentially, the City is underpaying its employees for overtime and secretly saving money. Had these employees not elected to receive their pay over the summer, the City would have to pay them the correct amount of overtime if they worked. The Arbitrator should adopt the Union's interpretation to avoid forfeiture. If the latter were adopted, the employees would missing out on money owed to them.

Receiving Pay Over Fifty-Two Weeks

"In the absence of a written agreement, 'past practice', to be binding on both parties, must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both parties."[2] There is no question that the City allows

[2] Celanese Corp. Of Am., 24 LA 168, 172 (Justin, 1954).

employees to elect to receive their paychecks over fifty-two (52) weeks. A form even exists to help facilitate this process. The City has never denied that employees have this ability. However, the City has stated that only the Nurse Coordinator cannot do this – as “there is no grid for that.” At no point did the City point to any language within the parties’ Agreement that states that the existence of a salary grid shall control whether an employee can switch to a different pay period. The Union, did however, provide evidence that the City agreed to create a (44) week Nurse Coordinator position, and that the previous Nurse Coordinator was allowed to switch. Rather than acknowledge this, the City responded that the Nurse Coordinator’s salary would have to be reduced. This belief is misplaced, as the Nurse Coordinator was already based on a forty-four (44) week salary, and she was electing to receive it over fifty-two (52) weeks. By returning to the forty-four (44) week position, the hourly rate would actually increase.

During the arbitration, the salary grid the City produced was for the School Health Coordinator. Mary Beth Moffett is the Nurse Coordinator. This entirely new classification was created in 2007 with a forty-four (44) week pay period. The City has a record of that position being created in its fiscal budget release. The City cannot rely on the obsolete formula used to hire Ms. Moffett. At any point, the City could have incorporated the 2007 salary grid into its current collection. For some reason, it has elected not to and punished Ms. Moffett for trying to switch. It is unfair to deny Ms. Moffett the opportunity to switch when it is consistent with the past practice.

Conclusion

For all the foregoing reasons, the City violated the Collective Bargaining Agreement when it decided to pay certain employees the incorrect overtime rate, and when it decided to deny the Nurse Coordinator's request to switch to a forty-four (44) week pay period. The Union respectfully requests that this grievance be sustained, and that the Arbitrator declare the City violated the Agreement. The Union asks that the Nurse Coordinator be placed on a forty-four (44) week pay period, and that the Nurse Coordinator and Clinical Nurse Managers receive the difference in overtime that they should have received, minus what they received, and any other relief deemed fair and just to make them whole.

THE EMPLOYER

The City has not violated the CBA or any past practice in its calculation of overtime for the Class or in its denial of Ms. Moffett's request to change her pay schedule. The City's actions are consistent with the language of the CBA as well as the City's past practice. The language of the CBA governs when it is clear and unequivocal.[3] However, if the language of the CBA is ambiguous, the arbitrator may look to past practices to determine the meaning of the CBA.[4] A valid past practice requires showing that the practice is: "(1) unequivocal; (2) clearly enumerated and acted upon; and (3) readily ascertainable over a reasonable

[3] Town of Duxbury v. Duxbury Permanent Firefighters Ass'n, Loc. 2167, 50 Mass. App. Ct. 461, 465 (2000) (finding restoration of a past practice appropriate where the language of the CBA was not clear and unequivocal).
[4] Town of Reading v. Reading Patrolmen's Ass'n, Loc. 191, 50 Mass. App.Ct. 468, 472 (2000).

period of time as fixed and established practice accepted by both parties."[5] A past practice must have been "clearly stated and understood, maintained over a reasonable time, and accepted by both parties, and one that could not be terminated unilaterally."[6]

A. The City has paid the Class the contracted rate of overtime pay at all times in accordance with the CBA and past practice.

The City has calculated the overtime rate as established by the unambiguous language of the CBA. First, the salary grids establish the basic hourly rate of the Class. The salary grids are incorporated into the CBA by reference in Article XXIV, Wages. The hourly rate on the salary grid is calculated by dividing the annual salary by the number of pay periods and by the number of hours working in a pay period. It is the City's longstanding practice to calculate the hourly rate of pay based on pay periods and hours worked in a pay period, not based on days worked for salaried employees. The basic hourly rate is multiplied by 1.5 to produce the overtime rate pursuant to Article XXXIII, Section 2. The CBA does not establish any other means of calculating basic hourly rate. Based on these provisions, the City has properly paid an overtime rate of 1.5 multiplied by the basic hourly rate as established by the grid.

The Union argues that COVID-19 Rate and a rate based on 44 pay periods are both the basic hourly rate prescribed by the CBA. The COVID-19 Rate and the 44 week rate are not equivalent. The plain meaning of "regular" hourly

[5] Massachusetts Correction Officers Federated Union v. Sheriff of Bristol County, 55 Mass. App. Ct. 285, 291 (2002).
[6] Id.

compensation is the hourly rate established on the salary grid and printed on the Class members' pay stub each week. While the members of the Class of this arbitration do not work 52 weeks per year, other members of their Union do work 52 weeks per year. Thus, the Union's argument that the CBA should refer to the basic hourly wage of the members of the Union (including the Class) as "reduced" hourly wage is illogical. The Union's argument that the City has violated the CBA must fail because the City has followed the plain and unambiguous language of the CBA.

Even if the Arbitrator finds the language of the CBA is ambiguous, the clear past practice of the City is to use the basic hourly rate of the salary grids to calculate the overtime rate for salaried employees in this Union. The practice of using the basic hourly rate from the salary grids is clearly stated and understood because it is stated on every paystub that the Class members receive as well as the salary grids associated with their positions. Further, this practice has been maintained over a reasonable period of time; indeed there is no evidence that the City has ever deviated from this using the salary grid basic hourly rate as the base rate by which to multiply the overtime rate. Finally, the basic hourly rate calculation is a past practice because it cannot be amended by either party unilaterally. Thus, even if the language of the CBA is ambiguous, the City has a clear past practice of using the basic hourly wage listed on the salary grid to calculate the overtime rate.

The Union argues that a confined period during the summer of 2020 where the Class was compensated for non-Union work negates the City's past practice

of using the basic hourly wage of the salary grid to calculate overtime. During the summer of 2020, the Class received the COVID-19 rate of pay while working outside of their contracted Union positions. A past practice must occur "with regularity over a sufficient period of time so that it is reasonable to expect that the practice will continue." This limited period of employment cannot establish a new past practice because it was only on for the summer in response to COVID-19.[7] Moreover, it was subject to unilateral termination in that the City did not need to make contact tracing positions available to the Class, it could amend hours, or it could terminate the program entirely depending on the need during the pandemic.[8] Additionally, the members of the Class were able to choose the period they would work and returned to their Union positions at the start of the school year.[9]

Even if these positions did create a past practice and changed the basic hourly rate, which the City does not concede, the practice should be viewed as a whole. The City compensated members of the Class for working outside of their contracted positions at its discretion and subject to outside funding during a public health crisis. As such, if the COVID-19 Rate constitutes a past practice, so must the work that the City received in exchange for the compensation which would authorize the City to bring in members of the Class to work during school vacations. Here, the Union erroneously argues for the COVID-19 Rate without recognizing the context in which the pay rate was received. Regardless, the City denies that

[7] Exh. R5, 5 ("this work is on a volunteer basis, and outside of the contracted 182 school day responsibilities."), 6 ("These are summer positions.").
[8] Id. at 6.
[9] Id.

any past practice has been established as to the higher hourly rate because the Union has proffered no evidence that COVID-19 Rate constitutes a consistent practice by the City.

For the foregoing reasons, the DLR should find in favor of the City and affirm its method for determining the overtime rate for the Class, which is based on the plain language of the CBA and the City's past practice.

B. The City properly denied Ms. Moffett's request to amend her pay from a 52-week pay schedule to a 44-week schedule.

The City has not violated any provision of the CBA or past practice in denying Ms. Moffett's request to switch from a 52 week pay schedule to a 44 week pay schedule. First, only the City Council may authorize the creation or amendment of a job class and salary grid. M.G.L.c. 41, §108A. The City Council, when it creates a job class, authorizes the creation of a salary grid for such class or assigns the class to an existing grid. Assignment of a job class to another grid, or adjustments to salaries or changes to a specific grid, can only be authorized by the City Council. The salary grids for the Union members are incorporated by reference in the CBA in Article XXIV, Wages. Each grid shows the authorized annual salary and pay periods for the given position.

Ms. Moffett's job class, 2781, is assigned to grid 24A as designated in the job description and by the past practice of the City of placing all individuals with job class 2781 on grid 24A. The Union argues that Ms. Moffett is switching back to a 44 pay period, however, Ms. Moffett has only ever been paid over 52 pay periods. Grid 24A's title "School Health Coordinator" is immaterial because either: 1) this is a misnomer, or 2) this grid was intended to be shared with that position. At all

times, the individuals (Ms. Moffett and her predecessor) who have had the job class code 2781 have been on grid 24A. Moreover, Ms. Moffett's job class itself is called "2781 – Nurse Coordinator 52 pays." Ms. Moffett's request inherently contradicts her job class as well as to the established pay periods of the grid to which she is assigned. Moreover, the Union's argument requires the City to move Ms. Moffett to a grid not designated for her job class or to amend the grid she is assigned in contradiction to law.

It would also be inappropriate for the City to place Ms. Moffett on grid 24 because the annual salary on the grid is significantly less than Ms. Moffett's current annual salary. The Union has presented no evidence that members of Ms. Moffett's job class have ever been permitted to adjust their pay periods or be assigned to grid 24. In fact, the only evidence that the Union has presented is a single email regarding whether Mary Zaim, who had a different job class (2748), could switch from a 44 week pay schedule on grid 24 to a 52 week pay schedule. There is no evidence that this pay schedule change was effectuated, and the evidence presented by the City indicates that it was not. The City's payroll system specifies that Mary Zaim was paid on grid 24 over a 44 week period.

The Union has indicated that Ms. Moffett's salary includes a 10% differential above the highest paid subordinate which places her annual salary off-step from her step on grid 24A. The Union thus argues that she can be placed on a grid with a lower annual salary because the supervisory differential will account for the difference in pay and the salary she receives will not change. However, the Union's

argument is erroneous because regardless of whether Ms. Moffett is off-step, she must still be on the grid designated for her job class and authorized by City Council.

As such, the DLR should find in favor of the City and affirm its denial of Ms. Moffett's request to amend her salary grid or to switch to an alternative grid because the City has acted consistent with the CBA, past practice, and the law delegating the authority to set salaries to the City Council.

VII. CONCLUSION

For the foregoing reasons, the City requests that the DLR issue a ruling in the City's favor and affirm the City's overtime rate payment and the City's denial of the Nurse Coordinator's request to change salary grids.

OPINION

The issues before me are: (1) Did the City violate the collective bargaining agreement and/or past practice by paying an overtime rate of 1.5 base hourly rate for the clinical nurse managers and nurse coordinator? If so, what shall be the remedy? (2) Did the City violate the collective bargaining agreement and/or past practice when it denied the nurse coordinator's request to switch from a fifty-two week pay schedule to a forty-four week pay schedule? If so, what shall be the remedy?

For all the reasons stated below, the City did not violate the collective bargaining agreement when it: (1) paid an overtime rate of 1.5 base hourly rate for the clinical nurse managers and nurse coordinator, and (2) when it denied the nurse coordinator's request to switch from a fifty-two week pay schedule to a forty-four week pay schedule. The grievance is denied.

As a contract interpretation case, I must first decide whether the language of the collective bargaining agreement is clear and unambiguous in addressing the issues presented in this matter. If the language of the collective bargaining agreement is clear and unambiguous this decision will be dictated by the collective bargaining language. If, however, the collective bargaining agreement language is ambiguous, I may look into whether the parties have a binding past practice that addresses the conflict.

In this instance, the language in question concerns overtime pay and states: "Overtime shall be paid at time and one half the basic hourly wage for hours worked in excess of thirty-five, thirty-seven 1/2, or forty hours in the work week …." Specifically, this matter turns on the definition of, and in turn, the calculation of "basic hourly wage" for Clinical Nurse Managers and a Nurse Coordinator. Both the City and the Union have differing opinions on how the basic hourly rate should be calculated for the effected employees who work either 182 days per year or 192 days per year but are paid over 52 weeks. As such, based on the evidence presented and the testimony of the witnesses, I find the "basic hourly rate" language to be ambiguous and next turn to whether a binding past practice exists between the parties.

For a binding past practice to exist, it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both parties. Here, the City presented evidence that the Nurse Coordinator position's job description, as far back as 2015, has been classified with a notation of salary grid 24A. Salary

grid 24A is specifically listed as a 52 pay salary grid, and both Moffett and her predecessor have been paid as 52 pay period nurse coordinators.

Salary grid 24A includes an hourly rate that is determined by dividing the annual salary by the number of pay periods per year, and the number of hours worked per pay period. The City has exclusively used this formula to pay employees both their basic hourly rate and to calculate an employee's overtime rate for bargaining unit work.[10] Additionally, the basic hourly rate and the overtime rate is printed on every paystub issued by the City to its employees. While the language of the collective bargaining agreement is ambiguous, the City has presented sufficient evidence of a binding past practice of calculating the basic hourly rate and the subsequent overtime rate that is binding upon the parties until such time as the issue is addressed during successor collective bargaining negotiations.

During the summer of 2020, when bargaining unit members were not working, the City asked bargaining unit members to work in contact tracing positions during the Covid-19 pandemic. These positions were not performing bargaining unit work and were paid by an outside source using a different calculation method than the method described above. Employees were allowed to pick the number of weeks they worked and they returned to their bargaining unit positions at the beginning of the subsequent school year. This non bargaining unit work performed during a public health crisis, for a limited duration under an

[10] The payment calculation for non-union work during the summer of 2020 for Covid-19 contact tracing will be addressed later in the decision.

agreement between the City and the Union, using a different calculation for an overtime rate, does not effect the conclusion that the City and the Union were working under a binding past practice concerning the calculation of the basic hourly rate and the subsequent overtime rate calculation for bargaining unit members performing bargaining unit work as outlined in their job descriptions.

Additionally, the Union has failed to produce sufficient evidence to show that the City has violated the collective bargaining agreement by failing to allow the Nurse Coordinator to switch from a fifty-two week pay schedule to a forty-four week pay schedule. The evidence presented shows that Moffett and her predecessor were hired as fifty-two pay period Nurse Coordinators. Both were hired using a job posting that outlined Salary Grid 24A as the appropriate salary grid, and both received weekly compensation for their work. The union's unsubstantiated argument that other City employees are/were allowed to switch between fifty-two weeks and forty-four weeks is insufficient for me to compel the City to do so in this matter.

AWARD

The City did not violate the collective bargaining agreement when it: (1) paid an overtime rate of 1.5 base hourly rate for the clinical nurse managers and nurse coordinator, and (2) when it denied the nurse coordinator's request to switch from a fifty-two week pay schedule to a forty-four week pay schedule. The grievance is denied.

_____
Timothy Hatfield, Esq.
Arbitrator
March 9, 2023