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IN THE MATTER OF ARBITRATION **OPINION AND AWARD**

between

SOUTHWEST AIRLINES **Case No. PHX-R-2105/13 [redacted] – Shift Bid)**

and

TWU LOCAL 555 **Gil Vernon, Arbitrator**

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APPEARANCES:

On Behalf of the Company: Amit K. Misra, Attorney – The Misra Legal Group

On Behalf of the Union: Jerry McCrummen, Vice President – Local 555

I. ISSUE

The Grievance as originally filed on October 27, 2013 read in relevant part as follows:

> *Employee Statement of Grievance:* The Company misapplied the language of the CBA in regards to Article 6(D) when they let the Agents that returned from a LOA, after the bid had opened, to bid, displacing active agents that were supposed to have had enough lines to bid. SWA chose to double up denying the bottom agents a chance to exercise their seniority, violating past practice and protocol . *Remedy or settlement Sought:* For all agents impacted to be paid the applicable rate/amount of OT for all hours worked outside of the shifts that they would have received if the bid, by following the established protocol and past practice, had been closed, awarded and posted properly.

At the next step the Grievance was reworded and read as follows:

> PHX violated the CBA when they did not allow 8 members to exercise their contractual seniority rights in Article 6 by not providing enough lines for all "active" agents at the time of the opening of the bid to bid. This was caused when 8 agents that were inactive or on a leave of absence (LOA) when the bid opened being allowed to bid. The CBA guarantees those agents to mirror a shift that their seniority could hold. Those agents are not allowed to "bump" any agents that were "active" at the bid's opening. By PHX management failing to manage and direct properly "subject to the provisions of the agreement" all the agents below number 225 on the seniority list were potentially harmed. TWU is seeking for SWA to provide a "mock" bid without the 8 returned from a LOA after the bid opened, participating. The grievance is just, the remedy is proper and reasonable. SWA calling time frames is bogus due to SWA getting the RTW notices of the 8 agents not TWU it was beyond TWU's control to file a grievance until one of the impacted agents brought it to TWU's attention in order to file a grievance, which they did!!

This grievance was deadlocked at the System Board level and appealed to arbitration.

At the arbitration hearing the Parties stipulated that there were no arbitrability issues that might serve as an impediment to deciding the grievance on its merits. However, they did bifurcate the proceeding with respect to any potential remedy issue. They asked the Arbitrator to focus on whether there was any remediable contract violation and if there was he was asked to direct the Parties to fashion a precise remedy.

The Union submitted the following framing of the issue presented by the grievance:

> Was the contract properly applied and interpreted correctly regarding the shift bid process for the November/December 2013 shift bids for Ramp Agents in PHX?

The Company framed the issue as follows:

Did the Company violate the contract in how it created additional shifts in the Phoenix November 2013 bid?

II. BACKGROUND

The dispute as the Grievance indicates is centered around the manner in which the Company conducted a shift bid in October of 2013 for the Phoenix operation (PHX). The schedule was for the months of November and December of that year. Shift bids are addressed in Article Six Section One D. (Work Schedule Bids/Requirements) that reads:

> **Work Schedule Bids/Requirements.** Work schedules shall be bid as often as required but shall be bid at least six (6) times per year. Each bid shall be for a minimum period of twenty eight (28) days and shall, where possible, become effective at 0000:01 Sunday morning. Each bid shall indicate the starting and tentative ending dates of the work schedule. Once an Employee's shift is established, it shall not be changed except in accordance with this provision or Article Seven (Overtime). The ending date of the work schedule may be changed due to an unexpected change in flight activity or because of Employee(s) returning from approved leave(s) of absence. There shall be no re-bid on less than seventy-two (72) hours notice. Employees shall have seven (7) days to bid on either a shift bid or rebid. Nothing in this Agreement shall prevent the Company from assigning shifts and days off to new hire probationary Employees. Probationary Employees shall be considered in training, and shall be assigned shifts and days off, but not used as Relief Agents, during the first thirty (30) days worked of their probation. Thereafter, probationary Employees shall bid shifts and days off according to their seniority on the next scheduled bid. An Employee who returns from an approved leave of absence will, by exercising his seniority, select a shift and days off that his seniority would allow him to hold according to the current shift bid. An Employee may file a permanent shift and day off bid in triplicate. The copies will be distributed to the Company and shop steward, and the Employee will retain one copy. Once on file with the Company, the permanent bid will stand as the Employee's official bid in the event an Employee fails or is unable to file a bid during the location's regular bid process. If an Employee wants to change his permanent bid he may do so at any time. All bids on file before the bid closes will be considered. Any Employee who does not have

> a bid on file will be assigned to a shift and days off after bids are awarded. If more than one Employee is to be assigned, the remaining available shifts and days off will be offered in order of seniority. (Emphasis added)

There are a number of aspects not disputed concerning Article Six Section One D. and its operation. First, when a new work schedule bid is posted and open for bid it must be open for at least seven days. The bid in question opened October 1, 2013 and closed on October 9 at 0500 hours. The work schedule set forth in the bid was to be effective November 3, 2013 and had a tentative end date of January 4, 2013.

It is helpful in understanding the present dispute to keep in mind that at the time employees were bidding for the upcoming or future November to January schedule (during the open bid period of October 1 to 9) a current work schedule was in effect (one that had previously been open for bid and had been closed and awarded).

Other helpful facts are:

(1) The Company makes up the schedules which consist of shift times, days off and in the case PHX (at least) lists positions, i.e. gates, lavs, drivers, t-point, staging, freight, PFD, floats. Each position has a "line" number and when employees fills out a bid shift they list their line choices in order of preference.

(2) Typically the number of lines posted on an open bid equals the number of active employees (those currently working) at the time the future bid is posted as open. Typically only active employees as allowed to bid.

(3) For the open bid in question there were 285 lines and 285 employees active when it was posted as open. PHX is a very large station.

The bidding process has many layers of complexity and these are compounded as the size of the station increases. At the root of these complexities is the fact the workforce isn't static and is in a seemingly constant state of flux.

For example, there are employees who may have been inactive and on a leave of absence when the current (and closed) schedule was formulated who might return from that leave during the period that schedule is in effect. For instance, an employee might have been inactive when the September and October schedule was established and bid but decided to return from his or her leave on September 30. Obviously, this employee must be assigned a work schedule during the current September and October schedule or bid period (that had been previously posted, bid and assigned).

Article Six Section One D. is clear on how this employee gets scheduled. Indeed, there is no dispute about it. The Employee (presumably in conjunction with supervision) looks at the current schedule (including shift times and days off) as well as the seniority of the occupants of those positions and "selects" a shift and days off that his or her seniority would entitle him or her to. Notably, this may involve some choices to be made by the employee (depending on how much seniority was possessed). The more seniority the more choices. The less seniority the fewer choices. This process is provided for in the following sentence of Article Six Section One D.: "An Employee who returns from an approved leave of

absence will, by exercising his seniority, select a shift and days off that his seniority would allow him to hold according to the current shift bid."

There is also no dispute how this employee (who returned September 30) would be treated for purposes of bidding for the next future schedule/bid period assuming as was the case here a new bid for November and December was opened October 1. Since he or she was active on October 1 bidding would be allowed as normal.

The example above is the simple scenario. The instant grievance arose when employees returned from a leave of absence after October 1 but before the open bid closed on October 9 at 0500. Coincidentally, no other employees went on a leave during the open bid. The easy part is determining the employees' work schedule for the remaining portion of the current PHX bid (the one ending November 2). As noted above, it is agreed they each would "select" a current schedule pursuant to Article Six Section One D. The result of this selection is typically "mirroring". Two employees end on the same schedule or line even though the Company originally did not plan for the extra employee to work that shift and days off.

The hard part (at least the one separating the Parties) is how these employees returning from leaves between October 1 and 9 are treated for the purposes of the open bid period that will determine their future work schedule beginning

November 3, 2013. To put the problem in more focus, there were only 285 lines published with the bid because there were only 285 active employees. Upon the return of these employees (call them returnees) there were 293 bodies and only 285 schedule spots.

To sharpen the problem even more the issues are: (1) Should these even be allowed to bid? (2) If so, how are schedule slots created? and (3) How is all this done while respecting classification seniority rights which, according to Article 8. B. determine "shift assignments including days off (within a job title)"?

It is not disputed what the Company did with these 8 returnees (again those who returned during the period the bid was posted as open but who returned before it closed) with regard to the future/new schedule set to begin December 3. First, the Company allowed the 8 returnees to bid or compete for one of the 285 lines. This meant 293 people were competing for 285 published lines.

Next, the Company after the bid closed added 8 new lines that duplicated the least preferred shift (the shift assigned to the last and lowest seniority employee who bid and was assigned a line). In effect (a view stressed by the Union as improper) 9 employees were assigned to the same line (shift and days off). [redacted], assigned to this line (#203) was also a returnee.

The Parties presented their evidence at a hearing in Dallas Texas on October 16, 2014. Following receipt of the transcript post-hearing briefs were filed December 9, 2014.

III. RELEVANT CONTRACT LANGUAGE

In addition to Article Six Section One D. (quoted above) the following provisions have some relevance:

ARTICLE TWO
(SCOPE OF AGREEMENT)

D. The right to manage and direct the work force, subject to the Provisions of this Agreement, is vested in and retained by the Company.

ARTICLE EIGHT
(SENIORITY)

B. **Classifications Seniority.** For any other purposes, classification seniority shall govern and shall be defined as the length of service for which an Employee receives credit in any of the classifications listed below, accruing from the date of entering such classification. The classifications to be recognized for seniority purposes are:

1. Ramp/Provisioning Agents; and
2. Operations/Freight Agents.

Each classification shall be divided into two (2) job titles. The Ramp/Provisioning Agent Classification shall contain the following job titles:

1. Ramp Agent; and
2. Provisioning Agent.

The Operations/Freight Agent Classification shall contain the following job titles:

1. Operations Agent; and
2. Freight Agent.

Furthermore, effective June 14, 2001, Employees under the scope of this Agreement will begin to accrue seniority within both classifications ("R/O Seniority").

Classification seniority shall determine:

1. Choice of vacation (within a job title);
2. Shift assignments including days off (within a job title);
3. Reduction in force; and
4. Filling of vacancies within a classification.

Notwithstanding the provisions of the preceding paragraph, where a station has nine (9) agents or less in Operations and Freight combined, choice of vacation assignments shall be determined by classification seniority within the Operations/Freight classification. Stations with nine (9) agents or less combined that currently choose vacations separately shall continue to do so (e.g. Amarillo, Harlingen, and Indianapolis), unless there is a significant reduction in flight activity at such station, in which case the Company and the Union will meet to discuss in good faith whether such procedure should be changed. Any other deviation from this policy will be permitted only by a local agreement, as provided for in Article 6,

IV. ARGUMENTS OF THE PARTIES (SUMMARY)

A. The Union

The Union believes the returned employee cannot bid in the open schedule process and their schedule (in this case one to start December 3) would be determined in the same way as their current schedule was set when they returned from leave of absence. In other words, the Union's position is that Article Six

Section One D., clearly and unambiguously, applies to the current schedule and the future schedule.

The posted bid of 285 lines would be bid by the 285 employees active at the time of the posting and after it closed the returnees would 'select' a position entitled to them by seniority and mirroring would take place.

As for bidding by returnees the Union says it is not provided for in Article Six Section One D. as the Parties used the term 'select' which is different than bidding as the language has been applied.

A corollary to the Union's position is that the number of published lines must equal the number of employees allowed to bid as it is standard practice. In other words 'one agent – one line'. Even the Company's own internal memo agrees with this. Thus, this is another reason the 8 returnees should not have been allowed to bid and should have selected shifts later mirroring employees who had bid consistent with their seniority.

The Company could have fixed the problem with a local agreement but they didn't. Instead, they chose a method that denied the right to bid to eight employees who were assigned to one line without regard to what choices they bid because there were (in the end) eight less lines than when they bid.

As for the Company's claim of a past practice, the Union argues it can't be binding because those isolated incidents the Union was not aware of them. No one

came forward as being harmed. Never before had the Company done something as blatant as putting 9 employees on the same line. Here the Union claims there was harm because of the "trickle down effect" and it is not true, as the Company claims, these employees would have just gotten "leftovers". They would have had choices the Union claims. For example, due to the trickle-down effect there were some agents that were classified as "not enough bid" which would not have been the case if the returning LOA's were not allowed to bid. There were also 5 "no bids". Added to the 8 returning from their LOA that would be 13 shifts that the bottom man that bid would have had to choose from. Thus, eight employees would not have been forced into the last available shift.

The Union asks that the Arbitrator to make the following findings:

1. That the Company to be found to have committed an error by allowing the agents that did not have lines created for them to bid thereby taking shifts from agents that had been active the entire time of the open bid, and

2. All agents that have been assigned shifts in error to be monetarily compensated for hours worked outside of what they should have worked.

The Union also believes their position is supported by the fact that the Parties struck a work rule interpretation and proposals in 2009 that sought to parse out bidding rights for resources based on the number of days left in the bid upon return date. The Company's action also violated Article Six Section One D. of the CBA which states: "Once an employee's shift is established, it shall not be changed except in accordance with this provision or Article Seven (Overtime)."

Moreover, once the bid was posted and established it could only be changed by a local agreement or overtime as the CBA requires. If the Company desired a change to the methodology, they need to negotiate it and not arbitrarily and capriciously enact a procedure that is in contrast and violates the clear language of the CBA.

The Union stresses that the CBA requires that all agents have an opportunity to select their shifts by seniority. The eight who were there when the bid opened had the opportunity to select a shift denied them because they were forced to the same line. Had the returnees not have been allowed to bid and later allowed to select their shift they would have been allowed their seniority rights.

Last, the Union argues that the awarding of the grievance will not cause undue hardship on the Company. The Company not only overdramatizes the impact the Union highlights they had alternatives. First, the Union's method is most productive. Mirroring by the returnees would have put employee on eight different shifts rather than 9 people on the same shift which results in too many people and not enough work. Second, the remedy sought by the Union is not onerous and is consistent with other arbitration awards that corrected even less impactful bidding errors.

B. <u>The Company</u>

It is the position of the Company that Article Six Section One D. does not apply to these circumstances. Clearly and unambiguously, this language only

applies to the static situation of an employee returning from a leave during the "current" already established shift bid. Accordingly, they argue that because the contract does not otherwise prohibit it, if the employee returned in time to participate in the open bid for the next shift bid, the employee must submit a bid for the next shift bid. Similarly, because the contract does not otherwise prohibit it, if the participation of the returned employee in the open bid causes the number of employees bidding to exceed the number of the shifts, the Company has the discretion to address the situation in a number of ways including creating additional shifts.

Indeed, the Company points out that the Union's main witness acknowledged the contract doesn't contain the restriction it seeks to enforce. Thus, the Union relies on practice. Yet the practice at PHX actually supports the Company that has in the past made similar adjustments (the addition of lines keyed to the least senior bidder) to accommodate the additional number of bidders. Moreover, within its Article 2.D rights, the Company estimates the number of employees bidding and lists each available shift per employee bidding. Nowhere does the contract require that the Company conduct the bid in any particular manner. The contract only requires, in Article 8, that seniority be the basis for awarding shifts, i.e., an employee have the opportunities to choose his preferred shift before employees of less seniority choose their preferred shifts. Without

dispute, the eight returned employees participated in the bid and received shifts based on their seniority as required by the contract.

The Company also asks the Arbitrator to focus on the proper and arbitrable scope of the grievance. Initially, the grievance alleged the Company allowed the returners to dispute the active Grievants. This wasn't true. Then the Union later revised the grievance asserting that the Company did "not provide enough lines for all 'active' agents at the time of the opening of the bid to bid". The grievance should be limited to that issue (whether the Company created enough lines and whether the Company was required to mirror a shift for each returned employee based on that employee's seniority) and not the broader issue raised at arbitration about the entire bid process. Instead, the Union only grieved (1) that the Company violated Article Six Section One D. by permitting employees returned from leave to bid for shifts for the next shift bid and (2) the impact of those particular bids, rather than the entire bid process. The only errors mentioned were the 8 employees assigned to the same line assigned to the least senior employee. The Company did not have the opportunity to address any other alleged errors.

The Company directs the Arbitrator to specific sections of the record where the Union's main witness conceded that Article Six Section One D. says nothing about situations when an employee returns from leave during the bid period and instead suggested it was practice that controlled the matter. This purported 'past

practice' consists of two components. The Union claims the practices not only prohibit a returned employee from bidding, but it also requires that the Company create additional lines in the bid by only one method, namely mirroring the returned employee's shift.

Regarding this witness's testimony the Company makes the following points: (1) two other Union witnesses acknowledged that there have been other occasions where the Company allowed returnees to participate in the open bid process, (2) no witnesses supported the testimony that there is a practice that the Company can only mirror one shift per line, and (3) past contract language does not support the claim of a practice of precluding a returnee from participating in a bid. The changed language between the original contract and current contract merely provides that the returned employee select his shift in the current shift bid, regardless of whether more or less than 30 days remain until the next scheduled shift bid. Neither the prior contract nor the current contract provide that a returned employee during an open bid may not bid for the next shift bid. Additionally, the Company also draws attention to the testimony of two Company witnesses who made a contrary claim, to wit, that returnees have always been allowed to participate in the open bid process, particularly in PHX.

Next, the Company offers more detailed argument on its position that no contractual provision limits how the Company may create additional shifts to

accommodate returned employees. Flipping the Union's position the Company says too that no provision of the contract expressly requires that the Company only mirror the shifts that the seniority of returned employees select rather than mirroring shifts elsewhere in the bid. Indeed, if the Company mirrors the least preferred shift, resulting in several employees with the lowest seniority all sharing the least preferred shift, this does not violate the contract. Ultimately, the Company has the exclusive right to determine what complement of employees it needs at any particular time during any particular day. If it wants to schedule eight employees for the least preferred shift, it can. If it wants to schedule eight employees for the most preferred shift, it can.

IV. OPINION AND DISCUSSION

The starting point but not necessarily the ending point for the resolution to this grievance is obviously Article Six Section One D. On the basis of technically appropriate tenets of contract interpretation this language only applies—by virtue of its clarity—to the circumstance of the shift assigned of an employee returning from leave during and for the "current" bid period. It is silent by omission concerning the subject of where and how a returnee is assigned during an open bid for a future schedule.

There is no prohibition on a returnee under these circumstances submitting a bid during the open bid period. Indeed, one thing is certain in the Arbitrator's mind. If the Company were—absent an agreement with the Union—to deny a returnee the opportunity to bid in an open bid it would be in violation of general seniority rights under Article 8. There just simply wouldn't be any legitimate defense based on the existing language if the Company were to deny such an exercise of seniority. It is hard to imagine how the Company without agreement by the Union could satisfactorily explain why a senior employee (for example, the number one on the list) returning from a leave during an open bid wouldn't be able to bid when 285 more junior employees could. Thus, it is clear that there are currently no contractual prohibitions against returnees from participating in an open bid.

The real issue and the more difficult one in this case relates to the mechanics of how the number of bidders is reconciled with the number of published lines. On this point, one thing is certain on the face of it. Re-bidding in this case—while permitted—is not a required course of action. This is true from a practical and contractual standpoint, particularly in a station as large as PHX. If bids were re-issued every time someone or a group of people returned from leaves, bids would rarely close. Indeed, it could start a continuous chain reaction of bids opening and

never closing or closing so infrequently that the contract mandate of a minimum of six bids per year could not be met.

Certainly, the way the Union argues it should have been done is one way to address the situation (if the Parties agreed). Moreover, the way in which PHX is handling excess returnees now (which either is by agreement or at least is satisfactory to the Union (see transcript page 241 to 244) is another way. The Union also stated on page 6 of its brief that the current method the Company utilized is the same as the Union's methodology. It can be said if it is by agreement of the Parties the current methodology must be respected.

Nonetheless, the Arbitrator's task isn't to list the various ways that the number of bidders could be reconciled with the number of lines. The Arbitrator's authority is to determine if the contract prohibits the Company from reconciling the dissonance between the number of lines and the number of employees allowed to bid (which properly included in these circumstances the eight returnees) in the manner in which they did (adding lines by duplicating the junior bidding employee).

The general method of adding lines is not a per se or across the board violation of the Agreement. Even if Article Six Section One D. were viewed as ambiguous, practice would be relevant. On this score, the past practice evidence favors the Company. Lines have been added to accommodate returnees. The

Arbitrator agrees the Company's practice doesn't meet the test of mutuality such that it stands as an independent enforceable contract or such that it could modify contrary clear language. However, it is relevant because there is no unequivocal practice supporting the Union's position upon whom the burden of showing a contract violation rests.

Nonetheless, there may be circumstances where the precise manner in which the lines are added could negatively impact some individuals. When this method is used there is potential for limiting the choices of the individuals depending on where the lines are added. Indeed, a Company witness acknowledged that adding lines that were not published on the bid sheet is something the Labor Relations Department does not advocate.

It is for good reason they shouldn't. The potential for a more senior employee claiming he or she was denied the opportunity to bid on these invisible lines is high and it would be hard to defend. If a line that is likely to be preferred is hidden at the time of the bid it could easily be argued that an employee who got a less desirable line and did not have full effect given to his or her seniority rights. A less-than-fully informed exercise of seniority would be inconsistent with Article 8. The same could be argued if the most senior employees line was duplicated if the returnee slotted there was much more junior. There are infinite hypothetical scenarios where one of these methods (duplicating higher lines or add new lines) or

duplicating lines could end up denying an employee a slot he or she was entitled to. The point is while they may not be per se violations each of these methods while not prohibited has the potential for damaging a single employee's right or creating a series of damaging chain reactions. While within the technical discretion of the Company each chosen course of action has risk and it is a risk that the Company assumes.

While the Union's method is not a requirement it cannot be ignored that the Union's method is efficient. If—the Parties agreed that returnees 'bids' should be "deferred" rather than denied until after the assignments were posted and then these employees were to allowed exercise that seniority to a shift each could have held resulting in mirroring—then more balanced less risky meaning would be given to everyone's rights. Of course what would be efficient in PHX might not work in a smaller station. People might end up mirroring where the need for them there was less and the need for them somewhere else was greater. Thus, the Company's point is well taken that one rule for all stations might not be practical. Although it must be kept in mind that local agreements are available.

Nonetheless, a local agreement is something the Arbitrator cannot require. There are no doubt a number of ways to tackle the inherent problem caused by the originally fixed number of lines in the original posting and the fact the number of employees in the workforce can be constantly changing in the open bid period.

There can be any number of methods used to adjust the number of chairs to the number of dancers when the music stops. The important thing is that the method is consistent with Article 8. If there is to be only one method, that is up to the Parties.

The remaining task for the Arbitrator is to determine if the addition of lines in this case limited any seniority options of any employees in this case. According to Joint Exhibit 4 eight employees were put on line 203 that read like this:

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
16A	16A	16A	0	0	16A	16A

The most senior employee who was assigned to it was [redacted] and had a seniority position on the roster of 316 out of 329 full-time employees. There is a notation that he did not submit enough bids ("NEB") so he was assigned to the last open line. This is not disputed. It also may be that [redacted] (seniority number 326) was the last to bid this line. In either event, the following seven employees were also assigned to that line by the Company (one of which—[redacted]—was a returnee).

Name	Seniority No.	Employee No.	Margin Notes
[redacted] (the last full time employee)	323	[redacted]	
	324		NEB
	325		NEB
	326		
	327		
	328		NEB
	329		NEB

The returnees were:

Name	Seniority No.	Employee No.
[redacted]	54	[redacted]
	202	
	225	
	235	
	275	
	295	
	321	
	323	

Since the lines that were added and duplicated, in effect, were added at the bottom of the seniority roster, in this case no one was harmed by the way in which the lines were added. Line 203 was available to those between [redacted] (seniority number 316) and [redacted] (seniority number 323), who was the most senior of those seven employees below him added to line 203. [redacted] got it because he didn't submit enough bids. XXXX got it because he bid it and was the most junior person who was awarded a line he bid.

As for the Union's point (transcript page 81) that [redacted] may not put in enough bids because returnees were allowed to bid this comes back to a point already resolved in this case. It was not a contract violation to let the returnees bid. On a more practical standpoint the notion that [redacted] or someone else near the bottom of the roster may not have submitted enough bids because someone ahead of him in seniority returned from leave assumes he knew or anticipated that eight people out of 293 would not be bidding. Or put another way, it assumes that he could accurately predict how many people ahead of him (which numbered in the hundreds) were going to bid. Given the dynamic state of the workforce that isn't likely. Moreover, only six returnees were ahead of him ([redacted] and [redacted] were behind him).

In view of the foregoing, namely that it was not a contractual violation to allow the 8 returnees to bid and that the particular method of adjusting the number of lines did not in this instance deny anybody a line he or she would otherwise been able to hold, no remedy is appropriate.

AWARD

The grievance is denied.

(Signature on Original)

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Gil Vernon
Arbitrator

Dated this 12th day of January, 2015.