EDWARD B. KRINSKY, ARBITRATOR

In the Matter of the Petition of	
GENERAL TEAMSTERS UNION LOCAL 662 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA	Case 9 No. 45400 INT/ARB-5971 Decision No. 27037-A
To Initiate Arbitration Between Said Petitioner and	
VILLAGE OF SPENCER	

Appearances:
Quarles & Brady, Attorneys at Law, by Mr. Robert H. Duffy and Ms. Carmella A. Huser, for the Village.
Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, Attorneys at Law, by Ms. Marianne Goldstein Robbins, for the Union.

On February 6, 1992, the Wisconsin Employment Relations Commission appointed the undersigned as arbitrator ". . . to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6. and 7. of the Municipal Employment Relations Act," to resolve an impasse between the above-captioned parties ". . . by selecting either the total final offer of (the Union) . . . or the total final offer of the Village . . ."

A hearing was held at Spencer, Wisconsin, on June 12, 1992. A transcript of the proceeding was made. At the hearing the parties had the opportunity to present evidence, testimony and arguments. The record was completed with the exchange by the arbitrator of the parties' reply briefs on September 3, 1992.

There are three issues in dispute. The Village offers to delete Article 4 - Extra Contract Agreement from the parties' Agreement. The Union offers no change of that language. The Village offers to delete Article 32 - Subcontracting from the parties' Agreement. The Union offers no change of that language. The Village offers to raise the wage rates by 4% on March 1, 1991, and an additional 4% on March 1, 1992. The Union offers wage increases of 3% on those dates.

The parties have had a collective bargaining relationship since 1978. Their 1978 Agreement contained the language of Articles 4 and 32, which language has remained unchanged to the present time. In 1978 when the Village recognized the Union

voluntarily, there were four bargaining unit employees. At the present time, there are four bargaining unit employees. It is also the case that from 1978 until the present dispute arose, there was never any discussion by the parties about making changes in the language of Articles 4 and 32.

Articles 4 and 32 are as follows:

ARTICLE 4 - EXTRA CONTRACT AGREEMENT

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees who are members of the Union which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

. . .

ARTICLE 32 - SUBCONTRACTING

Section 1. The employer will make every reasonable effort not to subcontract work. If subcontracting is necessary, it shall not result in lay-off of employees, result in denial of regular overtime or call-back to work.

The most recent Agreement between the parties had an expiration date of February 28, 1991. Prior to that date (the exact date is not in the record), bargaining began on a new Agreement. There were two sessions held between the Union and the Village, with the former represented by Business Representative Allain, and the latter by Village Attorney Day. Allain gave undisputed testimony that in those two meetings, neither party proposed or discussed changes in Articles 4 and 32.

In February, 1991, Allain testified, he learned from Union steward Tobin that the Village was intending to contract out Village operations. The Union filed a grievance on February 22nd alleging violations of Articles 4 and 32 ". . . by the intent to hire an outside company which will have control of the work covered by the above mentioned Labor Agreement."

The Union petitioned the Wisconsin Employment Relations Commission to appoint an arbitrator to rule on the grievance. The parties subsequently agreed to hold that grievance arbitration in abeyance, and they agreed also that the employees

would remain as employees of the Village. They agreed also to continue in effect the terms of the prior Agreement, until the completion of the interest arbitration proceeding, or until voluntary agreement was reached.

The record indicates also that on February 25, 1991, a contract was signed between the Village of Spencer and Donohue & Associates, Inc. in which the Village agreed to pay Donohue to perform certain services including the work normally done by bargaining unit employees. The contract stated, in part:

> Staffing
> . . . At the request of the (Village) Donohue will offer employment to qualified current (Village) employees at a combination salary and benefits comparable to those currently received by such employees. In the event that this agreement is terminated, the (Village) shall have the first opportunity to hire any or all Donohue employees assigned to the (Village's) facilities.

The contract also included:

> Authority to Contract
>
> Each party warrants and represents that it has power and authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement. Donohue understands that the (Village) is presently a party to a Collective Bargaining Agreement with General Teamsters Union Local 662 . . .

The Village - Donohue agreement also contain an "Indemnification and Hold Harmless" clause, in which Donohue agreed to hold the Village harmless for certain actions, ". . . including without limitation, judicial or administrative and, particularly, and without limitation, arising from actions filed by the General Teamsters Union Local 662 . . ."

Village President Nall testified that the Village would not have signed the agreement with Donohue without guaranteeing that all current employees would be hired by Donohue, and that if the agreement failed, the employees would be offered reemployment with the Village.

On cross-examination, Nall acknowledged that the agreement with Donohue was for three employees (a 4th, Tobin, who was on Workers Compensation leave of absence at the time of the agreement, was not included). She acknowledged also that the

agreement stated that Donohue would give employment to the employees if the Village so requested, and that if the agreement were terminated the Village would have the first opportunity to hire the employees.

At the hearing, and in its arguments, the Village explained the circumstances which led to its actions. Specifically, it put large sums of money into improving and constructing waste water treatment facilities, but then found that it was still not in compliance with state and federal regulations. The Village lacked the managerial and operational skills to operate the new facilities with its current employees. It hired Donohue as a consultant in late 1990. It then advertised unsuccessfully for a qualified Managing Engineer but received no applications from qualified candidates. The Village then decided to contract for the management of the facilities. After reviewing several proposals, the Village entered into the above-described contract with Donohue on February 25, 1991, ". . . to manage, operate and maintain the facilities . . ."

The Union and the Village met for a third negotiating session on June 20, 1991. At this session, and then at a fourth one, the Union was represented by Business Representative Jorgensen; the Village was represented by its counsel, Duffy. At the June 20th session, Duffy introduced himself as the representative both of the Village and Donohue. The Union made clear that it was there to negotiate with the Village, and it objected to any negotiation with Donohue.

At the June 20th meeting Duffy presented a document entitled "Village of Spencer and Donohue & Associates Offer to Teamsters Union Local 662." The document contained two pages of a "Village of Spencer Proposal" and four pages of "Donohue & Associates Proposal." It also contained a page comparing employee benefits under Donohue and under Spencer, and it contained a page of "New or additional benefits provided under Donohue proposal."

The parties reviewed the entire document. The Union rejected it and maintained its objection to doing any bargaining with Donohue. The Union specifically mentioned objection to the lack of employment guarantees, and the loss of statutory interest arbitration under the Donohue proposal.

The fourth negotiating session was held in July, 1991, in the presence of a WERC mediator. Jorgensen testified that no one from the management of the Village was present. Duffy reintroduced the Village's June 20th proposal as its preliminary final offer. Nothing in the Village's proposal included mention of or deletion of Articles 4 and 32. The Village's proposal was for an Agreement to terminate August 31, 1991, and it included a 4% wage increase above the March 1, 1990 wage schedule of the prior Agreement, among other proposals. After August 31, 1991, under the proposal, the employees would be terminated as Village employees and would become Donohue employees.

Jorgenson testified that it was not until after the July meeting, in correspondence between the parties and the WERC mediator, that the Village submitted a final offer containing proposed deletion of Articles 4 and 32.

On August 16, 1991, Duffy sent a letter to Jorgensen which was an offer of settlement, with attached "proposed letters of agreement," which would be implemented if there were a collective bargaining agreement reached between the Union and Donohue. The letters of agreement pertained to reemployment rights of employees with the Village, and interest arbitration for a successor agreement to the proposed agreement between Donohue and the Union. The Union did not sign either of these letters of agreement. Neither the August 16th letter nor the attached proposed letters of agreement are part of the Village's final offer in the current proceeding.

Comparables

The parties have not agreed upon the jurisdictions which they believe should be used as comparables in this proceeding.

The Union advocates the use of other jurisdictions in Marathon County (Rothschild and Schofield), as well as jurisdictions in Chippewa County (Cadott, Cornell and Stanley), in Barron County (Chetek) and in Clark County (Thorp).

The Village advocates the use of other jurisdictions in Marathon County (Rothschild and Schofield), as well as jurisdictions in Langlade County (Antigo), in Dunn County (Weston), in Wood County (Marshfield and Wisconsin Rapids), in Taylor County (Medford) and in Clark County (Neillsville).

Thus, the only jurisdictions which the parties mutually view as comparable are the Village of Rothschild and the City of Schofield.

The parties presented data on the population and tax value and tax rates of these jurisdictions. Based on these measures, as well as the distance of the jurisdictions from Spencer, the arbitrator has concluded that the following ones are most appropriate for use in this case as primary comparables: Rothschild, Schofield, Cadott, Cornell, Stanley, Thorp and Neillsville. In making comparisons of contract language, the Union utilized additional jurisdictions. Some of these were used by the Village also, namely, Wisconsin Rapids, Marshfield and Weston. For this reason, the arbitrator will also consider these jurisdictions as comparables.

Statutory Factors

The statute contains factors which the arbitrator must weigh in reaching his decision. The parties are not in dispute with respect to several of these factors, or do not address them: (a) lawful authority of the employer; (b) stipulations of the parties; that part of (c) pertaining to "the financial ability of the (employer) to meet the costs of any proposed settlement;" (f) comparisons with "other employees in private employment in the same community and in comparable communities;" (g) cost of living; (i) changes in circumstances during the pendency of the arbitration proceeding.

The arbitrator will consider each of the remaining factors below.

The arbitrator is required to consider that portion of factor (c) which pertains to the "interests and welfare of the public."

The Village cites its small size (population 1,813) and argues that its past problems in operating the waste treatment facilities and other public works make it a good candidate for contract operations. It argues that it needs the freedom to contract for expertise and the most efficient and cost effective services. It cites:

> . . . advantages to the public in getting a properly operated water and sewage system while at the same time guaranteeing fair, comparable employment to the current employees.

The arbitrator does not disagree with the Village's statement. The Village has shown persuasively that it was necessary for it to enter into a contract for managerial and technical expertise. What it has not shown persuasively, is that it needs to contract out the work of the bargaining unit in order to meet its objectives.

The Village goes on to cite other factors which it believes would serve the public's interest if Donohue were to be the Employer. It cites Donohue's taking on "liability in terms of fines imposed, general liability, or environmental liability." It cites the fact that Donohue could bring in additional technical support for specific problems at no extra cost to the Village, and it cites the fact that there could be greater training opportunities for employees if Donohue were the Employer.

The arbitrator does not know to what extent, in fact, these items mentioned by the Village would save the public money and increase the efficiency of the services, although he has no basis for questioning the fact that there would be savings.

The Union argues that the Village has not made a persuasive case that the public's interests are served by the Village's final offer. In addition, it cites hardships which will result to the affected employees if they become Donohue employees. The Village argues that on balance the employees will be better off as Donohue employees.

There is no need for the arbitrator to detail what effects subcontracting of the Village's operations would, or would not, have on the employees. Even if there are some negative effects, the Union has not persuaded the arbitrator that those negative effects on the employees would outweigh the advantages to the public that might result from more efficient operations.

With respect to wages, the Union's final wage offer is lower than the Village's, and thus is more in the public interest during the term of the Agreement, so long as the employees continue as Village employees.

With respect to Article 4, it is not clear that the proposed deletion of that language is in the public interest. Article 4 is a commitment by the Village to not enter into any agreement with another labor organization during the term of the Agreement with respect to the bargaining unit employees. Whether or not the Village continues to be the Employer of the employees in question, what is the advantage to the public of having the Village enter into more than one labor agreement for the same group of employees, or to engage in individual bargaining? That would result in dissent and dissatisfaction among the employees. The main objective of the Village is to be able to contract out its public works operations and no longer be the Employer of the bargaining unit employees. The existence of Article 4 does not affect its ability to achieve that objective, in the arbitrator's opinion.

With respect to Article 32, the Village has made persuasive arguments that there are advantages to a municipal employer of its size of being able to go out of the business of providing public works operations, and instead contracting with a private company with greater skills and resources to provide those services. It appears to be the case that in this situation, efficiency and perhaps monetary savings could result if the Village were allowed to contract out the operations.

Generally speaking, the arbitrator does not view reasonable limits placed upon a municipal employer with respect to contracting out as being contrary to the public interest. Job security of public employees is an important factor in obtaining and retaining good employees, and some limits on contracting out

may help to provide that security. However, given what has happened in Spencer recently, with demands on the Village to upgrade and maintain its facilities and bring them into compliance with state and federal regulations, it is reasonable, given the small size of the Village and its limited technical expertise, that it have maximum flexibility to meet its needs. For these reasons, the arbitrator sees the Village's final offer with respect to Article 32 as being more in the public's interest than is the Union's final offer.

The arbitrator must consider factors (d) "Comparison of wages, hours and conditions of employment . . . with . . . other employees" performing similar services, and (e) "comparison . . . with . . . employees generally in public employment in the same community and in comparable communities."

There are no other bargaining units in public employment within the Village of Spencer. With respect to the jurisdictions identified above as comparables, the following wage increase data is in the record:

	1991	1992
ROTHSCHILD	4%	4%
CORNELL	0% BOTH YEARS IN EXCHANGE FOR IMPROVEMENTS IN HEALTH INSURANCE CONTRIBUTIONS AND CHANGEOVER TO THE WISCONSIN RETIREMENT FUND EMPLOYER PAID.	
CADOTT	4.8% TO 5.8% BASED ON CLASSIFICATION AND/OR STEP	5.9% TO 7.1%
STANLEY	5% TO 6% BASED ON CLASSIFICATION AND/OR STEP	OPEN
THORP	3.8%	5%
SCHOFIELD	3.7% TO 5.7% BASED ON CLASSIFICATION AND/OR STEP	2%

It would appear from these data that both parties' final offers are reasonable. The Village's 4% per year offer, even though it is the higher one, is closer to the percentage increases which have been given in the comparable communities.

There were data presented by the Union showing wage rates for the Village's employees in comparison with wage rates paid to employees in other jurisdictions holding the same or similar job classifications. Neither party made persuasive arguments that its final offer was preferable in relationship to these comparisons.

Comparisons may also be made with respect to the language which the Village seeks to delete from the Agreement.

With respect to Article 4, the Extra Contract provision, the following language is found in other agreements:

The Thorp Agreement with Local 662 includes the following language:

Article 2, Section 3:

> The City agrees not to enter into any agreement or contract with employees covered by this contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

The Stanley Agreement with Local 662 includes the following language:

Article 2, Section 3:

> The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

The Cadott Agreement with Local 662 includes the following language:

Article 2, Section 3:

> The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

The Schofield Agreement with Local 662 contains Article 4 "Extra Contract Agreement" which is virtually identical to

Article 4 of the Village of Spencer Agreement. The only difference is that it refers to employees "individually or collectively."

The Agreement between Town of Weston and Local No. 662 includes:

> Article 5 - Extra Contract
>
> The Employer agrees not to enter into any agreement with another labor organization during life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees individually or collectively which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

The Marshfield Electric and Water Department Agreement with Local 662 contains virtually the same language as is in the Thorp Agreement.

It appears that in a significant number of the comparable agreements there is language similar or identical to Article 4 of the parties' Agreement (Schofield, Marshfield Electric, Cadott, Stanley, Thorp). Thus, based on comparisons, there is no persuasive reason to support the Village's final offer to delete Article 4.

With respect to Article 32, Subcontracting, the following language is found in the other agreements:

The Thorp Agreement with Local 662 includes:

> Article 11
>
> Management Rights
>
> It is the City's sole and exclusive right to operate the municipality. All management rights repose in the City . . . The rights of the City include, but are not limited to:
>
> (10) To contract for goods and services provided there is no reduction in hours, layoff, or elimination of existing bargaining unit positions as a result thereof.

The Neillsville Agreement with Local #546-C, AFSCME, contains the following language:

> Article III-Management Rights: A. Except as otherwise specifically provided in this Agreement, the City retains all the rights and functions of management that it has by law.
> B. "Without limiting the generality of the foregoing, this includes:
>
> 12. The contracting out for goods and services

The Agreement between City of Wisconsin Rapids and Local 1075, AFSCME recognizes the right of the City to subcontract. However, the language also states:

> The City further agrees that it will not lay off any employees who have completed their probationary periods at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work, provided, however, that the economies will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred, or given other duties at the same pay . . .

The identical language is contained in the Agreement between City of Marshfield and Local 929, AFSCME.

The remaining agreements do not restrict the Employer in the same or similar ways as the Village is restricted by Article 32. They do not specifically mention subcontracting, and most have broad management rights provisions which provide flexibility to the Employer.

These comparable agreements demonstrate more support for the Village's final offer than the Union's with respect to subcontracting, in the sense that a majority of the agreements do not have restrictive subcontracting language. However, there are a sufficient number of such provisions to indicate that such provisions are not rare, and there is no compelling reason based on the comparables alone to order that the language be deleted.

The arbitrator is required to consider factor (h), "overall compensation presently received by the . . . employees . . ." Neither party has presented persuasive evidence or arguments that

its final offer is preferred with respect to overall compensation. This is not surprising, given the closeness of their wage proposals, coupled with the fact that none of the other issues in the final offers involve additional compensation. The Village makes arguments about how under an agreement with Donohue the benefits to employees would improve (the Union disagrees). However, as discussed below, the terms of a potential agreement with Donohue are not part of the final offer which is before the arbitrator, and such terms are not a relevant consideration in this proceeding.

The arbitrator is required to consider factor (j), "Such other factors . . . normally or traditionally taken into consideration . . . in the determination of wages, hours and conditions of employment through voluntary collective bargaining . . . (and) . . . arbitration . . ."

This statutory factor is an important one in this case, for several reasons. First, is the way that the Village has gone about its proposal to delete the contract language in dispute in this proceeding. These provisions have been in the Agreement, unchallenged and not even discussed, since 1978. Even in the present bargaining, the proposal to delete the language was not made until after four bargaining sessions, including mediation. There has been no face-to-face bargaining between the parties over the proposed language deletions.

This lack of bargaining may be because the Village's focus was on achieving a voluntary agreement with the Union to convert the employees to private sector employees, rather than having the focus be on language changes in a two-year public sector Agreement, and because of the Union's refusal to negotiate such an Agreement with Donohue. Certainly, when it became clear to the Village that the Union was not willing to bargain with Donohue, the Village could have bargained about making changes in the existing language.

The Village is highly critical of the Union's refusal to reach such an Agreement. The arbitrator is not aware of any statutory obligation of the Union to bargain with Donohue, and if there was an alleged refusal to bargain, this arbitration would not be the forum for determining such matters.

In this proceeding, the Village has not persuaded the arbitrator that it is necessary for him to compel the deletion of the disputed provisions. They have not caused difficulty over the years, as evidenced by the Village never having sought to change them. Thus, there is no argument to be made that the Union has been resistant over a long period of time to Village attempts to delete or alter the language. Language changes, especially in long-standing voluntarily bargained provisions, should come about through voluntary bargaining, not arbitration, unless there are compelling reasons to impose those changes on the parties through arbitration.

Do such compelling reasons exist in this case? The arbitrator is not persuaded that they do exist. The Village made a compelling case that it was necessary for it to take difficult and costly measures to construct and operate new waste water facilities, and to bring them into compliance with state and federal regulations. It was also necessary for it to arrange for outside management of these operations. The Union does not argue that the Village could have succeeded in coming into compliance using the Village's managerial employees. It is also the case, apparently, that the bargaining unit employees could not have done their jobs in an acceptable manner without the additional training which Donohue provided under its management contract with the Village.

The testimony and evidence in this case demonstrate that with the provision of this training and direction by Donohue the employees in the bargaining unit have done the necessary work satisfactorily. There is no evidence offered to suggest that this situation cannot continue during the life of the Agreement being arbitrated here. Nothing prevents the Village from continuing to contract with Donohue for management services.

From a job performance standpoint, therefore, there is no persuasive evidence that it is necessary for the Village to stop being the Employer of the bargaining unit employees. As noted above, in the discussion of public interest, there might be greater efficiency and additional savings to the Village through subcontracting the entire operation to Donohue, but there is no persuasive evidence that the present arrangement is so inefficient that immediate change is required.

A further justification for its final offer is the Village's argument that it has offered the Union a quid pro quo which the Union should have accepted, and which the arbitrator should view as reason for him to compel the changes sought by the Village. The arbitrator disagrees. The only item in the Village's final offer, besides the proposed language changes, is the wage offer which is 1% higher in each year than that offered by the Union. There is no evidence that in making its wage offer, the Village communicated to the Union that it was a quid pro quo for agreement to delete language provisions. As mentioned earlier, there was not even a proposal to change the language until final offers were mailed to the WERC. Moreover, the wage offer made by the Village, while higher than the Union's final offer, is in line with the wage increases given to employees in comparable jurisdictions. It is not an inordinately large increase clearly designed to make language concessions attractive to the Union.

A central part of the Village's argument with respect to quid pro quo is that the proposals of wages, benefits and conditions of employment to the Union, to be implemented when the employees become employees of Donohue, are more than an adequate quid pro quo for acceptance of the Village's language proposals. It is the arbitrator's function to select one of the two final

offers of the parties, as certified by the Wisconsin Employment Relations Commission. The proposals dealing with what happens when the employees become Donohue employees are not part of the Village's final offer. The arbitrator is not willing to make a ruling in favor of the Village based upon items which are not in the final offer and which might be implemented if and when the Village subcontracts its operations to Donohue. Also, the arbitrator's function is to select one of the final offers based upon his consideration of the statutory factors, not based upon his speculation about what actions might occur after he does so.

The Village argues that the letters which it has sent to the Union, in which it has given assurances of conditions of employment for the employees when they become Donohue employees, reflect its commitment to the employees. The Village cites an interest arbitration award in which an arbitrator found that side letters of understanding are appropriate evidence of agreement between parties. In the present case, the Village's letters are not letters which reflect mutual understanding by the parties. They are letters of the Village's stated intent, to which the Union has not agreed. Thus, these letters are not part of the final offer, are not mutually agreed upon, and are not appropriately viewed as a quid pro quo which the arbitrator should weigh in favor of the Village's final offer.

In its brief the Village criticizes the Union for standing in the way of needed operational changes by insisting that the Village continue to be the Employer. The Village argues that it ". . . has no reason to continue to employ public works employees in order to provide needed services to its citizens." The Village criticizes the Union for attempting ". . . to force the Village to provide employment for bargaining unit members, not for the sake of providing services the public needs, but rather, merely for the sake of providing public sector jobs the bargaining unit members want."

The Union has the right and obligation to bargain on behalf of its members. If the members and the Union have made a judgment that their best interests lie in attempting to continue the status of the employees as public sector employees of the Village of Spencer, the arbitrator does not fault the Union for either making that judgment or pursuing those interests in bargaining and arbitration.

The arbitrator has concluded that factor (j) strongly supports the Union's final offer.

Conclusion

The arbitrator is required by statute to select one final offer or the other in its entirety. Although the public's interest might be better served if the Village were able to

contract the operations of its facilities to a private company, the arbitrator is persuaded that at this time the Union's final offer is preferred. The Village seeks to eliminate long-standing, voluntarily bargained contract language without offering a quid pro quo and without demonstrating compelling reason for making the changes at this time.

Based upon the above facts and discussion, the arbitrator hereby makes the following

AWARD

The Union's final offer is selected.

Dated at Madison, Wisconsin, this 7th day of October, 1992.

Edward B. Krinsky
Arbitrator