#479

CONTRACTUAL GRIEVANCE PROCEEDINGS
ARBITRATION OPINION AND AWARD

In The Matter of Arbitration Between:	*	
THE STATE OF OHIO Department Mental Retardation and Developmental Disabilities Broadview Developmental Center	*	Case No. 24-03-(890707)-0170-01-04
-and-	*	
OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION OCSEA/AFSCME, AFL-CIO Local 11	*	Decision Issued August 17, 1990

APPEARANCES

FOR THE AGENCY

Marilyn L. Reiner	Labor Relations Coordinator
Mike Duco	Office of Collective Bargaining
Tammy Solomon	Labor Relations Officer
Gary Kozich	Quality Assurance Coordinator
Michael Irwin	Unit Manager
Sally Walters	Social Service Supervisor
Dan Exline	Assistant Residential Director
Sgt. Paul Bledsoe	Security Officer
Patrick Schade	Witness

FOR OCSEA

Steven W. Lieber	OCSEA Staff Representative
Ben Davis	Chapter President
Edward Tatum	Steward
Idelia Trapp	Grievant
Terri Robinson	Witness

ISSUE: Article 24: Discharge for Client Neglect.

Jonathan Dworkin, Arbitrator
P. O. Box 236
9461 Vermilion Road
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SUMMARY OF DISPUTE

The grievance protests the removal of a Hospital Aide employed at the Broadview Developmental Center in Broadview Heights, Ohio. The Center, an Agency of the Ohio Department of Mental Retardation and Developmental Disabilities, provides residential treatment for severely retarded and multiple-handicapped adults. Grievant's job was to give direct care. She was assigned to Cottage 289 in which ten women were housed. These "clients" were the most vulnerable human beings imaginable. All were retarded and handicapped. Their mental ages ranged from seven months to two years. Some were blind, some crippled, some suffered both afflictions. Few could speak, and those who did were incapable of focused discourse. They made their wants known and responded to directions in rudimentary, individualized ways.

Grievant's responsibilities were to see to needs -- primarily food, hygiene, and supervision -- and implement prescribed "training" programs. The severity of retardation restricted the extent to which training was possible. At best, a resident could be taught to use the toilet, perform simple self-grooming, dress and feed herself. Special "tools," like spoons designed with oversized padded handles, were used to facilitate training.

The State alleges that, on Saturday morning, May 6, 1989, Grievant and a co-worker deliberately neglected their obligations in ways that were extraordinarily callous and cruel; that they imprisoned two Residents in a bedroom by wedging a towel between the door and the jamb, left others totally unsupervised, and deprived all the women of breakfast.

Grievant defended against the allegations by denying them. From the moment she heard the charges, she consistently maintained that she did not know how two women came to be "locked" in the bedroom. She insisted that she and the other Aide did feed the residents and the lack of supervision was momentary -- after breakfast, the other Aide went outside for a cigarette break.

Grievant was placed on administrative leave pending disciplinary review. Article 24 of the Agreement establishes comprehensive procedures to be followed before terminations can be imposed, including a pre-disciplinary hearing (§24.04). A hearing took place on May 31, 1989. It was attended by Grievant and her Union Representative. Three weeks later, on June 22, the Agency issued a written recommendation for removal. It stated in part:

> . . . during rounds made on Saturday, May 6, 1989 the Quality Assurance Coordinator and a QMRP entered Cottage 289 and they found Residents unattended, and two (2) Residents were found in a bedroom behind a door which was secured with a face clothe [sic] in the door. The Police Office [sic] and the Supervisor assigned to the Unit were summoned. After an investigation was made of the incident it was established that [Grievant] failed to feed her assigned

> Residents on the Unit, and while she was in the kitchen (with the door closed) and the other staff assigned to the Unit was not on the Cottage the Residents were unattended, thus, placing the lives of two (2) other Residents in a perilous situation.
>
> Thus, it is Broadview Developmental Center's position that their recommendation of removal is for just cause due to the employee's actions of client neglect and unapproved behavior intervention/inconsiderate treatment (deprivation of a meal); and the employee's action of securing a door in which the Resident(s) were unable to open. In subject matter due to the severity of the offenses involved and the employee's intent to cause harm and/or abuse toward a Resident(s) removal is warranted. Based upon the narrative response and the documentation presented the Center's recommendation of removal from employment for [Grievant] is for just cause and is in full accord with the Agency's policy.

The Department approved the recommendation, and Grievant's employment was officially terminated on July 7, 1989. This grievance was initiated in response. It was processed to arbitration and heard in Columbus, Ohio on Friday, June 15, 1990. A second hearing, designed to afford the Arbitrator an on-site view of breakfast in Cottage 289, was conducted at the Center the following day.

RELEVANT CONTRACTUAL PROVISIONS;

The Collective Bargaining Agreement governing Grievant's employment enhances job security by placing strictures on Management's disciplinary authority. Most prominant is the just-cause requirement. Article 24, §24.01 provides in part:

§24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action

The Agreement gives some definition to the concept of just cause. It requires discipline to be corrective and non-punitive. In all cases except those involving unusually reprehensible misconduct, the Employer is obliged to apply progressive penalties and may impose removal only as a last resort. These requirements appear in §§24.02 and 24.05:

§24.02 - Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary action shall include:

A. One or more verbal reprimand(s) (with appropriate notation in the employee's file);

B. One or more written reprimand(s);

C. One or more suspension(s);

D. Termination.

. . .

§24.05 - Imposition of Discipline

. . .

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

As can be observed, the contractual philosophy is to conserve jobs and require the Employer to exercise every reasonable effort to correct misconduct. Discharge cannot ordinarily occur without a supporting history of progressive discipline. Moreover, the Employer's burden of proving just cause obliges arbitrators to scrutinize discipline, giving aggrieved employees the benefit of evidentiary inconsistencies and reasonable doubts.

There is an exception to these general rules. The right to full-blown just cause does not exist for employees dismissed for proven patient/client abuse. The concluding paragraph of Article 24, §24.01 limits arbitral authority in such cases, prohibiting diminishment of penalties. It states:

> In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse.

Although the misconduct charged against Grievant, if proven, could certainly lead a reasonable person to conclude that she acted abusively, she was not removed for abuse. The stated cause for the discharge is "client neglect," not abuse. At the outset of the arbitration hearing, the Employer's Representative explained that "abuse" and "neglect" are not the same, although they may share common elements. The State does not seek to eliminate any of Grievant's just-cause entitlements. It concedes that she is due complete arbitral examination of the evidence against her, including the reasons the Agency decided to bypass progressive discipline and impose removal.

THE ISSUES

The main issue is whether or not Grievant's discharge was fully supported by "just cause." While those two words embody a host of esoteric elements fashioned over a half-century of arbitral decision-making, the most basic element is guilt. Just cause for discipline obviously does not exist if the affected employee is innocent of the charges against him/her.

Grievant's claim of innocence is pivotal in this dispute. The evidence of her guilt is mostly circumstantial. The State's charges

were premised upon the observations by the Broadview Quality Assurance Coordinator and a Unit Manager who conducted an unscheduled tour of the cottages on the morning of May 6. Upon entering Cottage 289 where Grievant was assigned, they noted five clients in the living room and two in the bathroom. They knew that one of the Aides was in the kitchen with the door closed because they heard water running (it turned out that Grievant was in the kitchen washing dishes). The other Aide was nowhere to be found; no one was supervising the seven women. One resident was in the infirmary; two were missing. The Supervisors walked back to the bedroom area and discovered a door shut and secured with a towel. They forced the door open and saw the missing women. One was lying on the floor, the other was wrapped in a sheet on the bed.

When they first went into Cottage 289, the Supervisors assumed that breakfast was over. Then they proceeded next door to Cottage 287 and were surprised to see residents in the midst of eating. They found out that the meals had been delivered later than usual, and it dawned on them that breakfast had not been served in Cottage 289. They went back and inspected more closely. What they found convinced them that Grievant and her co-worker had somehow disposed of the food without feeding it to the residents; they guessed that the food had been thrown into the dispose-all.

The State's case against Grievant is founded entirely on conclusions drawn from the Supervisors' observations. There is no

direct evidence that Grievant threw food away rather than feed it to residents or that she "locked" the two women in the bedroom. No one testified to seeing her commit those acts.

This is a classic illustration of accusations based on circumstantial evidence. "Circumstantial evidence" is that which, through deductive reasoning, leads to an inference of fact. There is a common perception that such evidence is "bad," "weak," or incapable of overcoming a claim of innocence. The perception is not accurate. Relevant circumstantial evidence is bad only when it justifies conflicting conclusions in equal measure. In such situation, it may properly be excluded. But it is perfectly acceptable when it creates a single inference which is more reliable and probable than any other. The term, "smoking gun," in common usage during Watergate, referred to circumstances leading to practically unavoidable conclusions. Circumstantial evidence, standing alone, will support a criminal conviction. It is even more probative in arbitration where burdens of proof are more relaxed.

Ultimately, the question of culpability will be decided by measuring the State's circumstantial evidence against Grievant's testimony. The contractually prescribed burden of proof will be applied to the process. That means Grievant's testimony must be given significant weight initially; but it will not prevail if the Employer's evidence renders it improbable. The parties should note

that while the Arbitrator must assess testimony and evidence fairly and with an open mind, like any trier of facts he is free to believe or disbelieve all or some of what is presented.

Assuming the Employer meets its burden of proof and establishes that Grievant did commit actionable neglect, there will still be questions of just cause to be resolved. Neglect is not automatically just cause for dismissal especially under the parties' Agreement which incorporates mandatory progressive discipline. Two essential areas for examination are:

1. Was Grievant's neglect (if proven) so heinous as to cancel her employment and abolish her contractual right to progressive discipline?

2. Did the Employer's removal decision comport with Grievant's length of service, employment history, discipline-free record, and other potentially mitigating circumstances which should have been considered?

In evaluating the evidence, the Arbitrator must make every effort to avoid unwarranted speculation or act on an inclination to grant mercy. If the grievance is sustained in whole or in part, the decision will derive from careful analysis of just cause. If just cause supports the discipline, the Arbitrator will not attempt to substitute his judgment for the Employer's.

THE EMPLOYER'S FACTS AND ARGUMENTS

The Quality Assurance Coordinator and Unit Manager began their tour at approximately 9:25 a.m. The Broadview cottages are in clusters at the perimeters of a quadrangle, and the Supervisors started at the southeast corner where Cottages 287, 288, 289 (with the infirmary attached), and 290 are located. One of the first things they noticed was the food truck parked between 288 and 289. Ordinarily, breakfast was delivered in that area about 8:00 a.m. The truck driver would make rounds of one end of the campus, stopping at cottages and wheeling carts of food trays into the kitchens. Then he would return for another load of carts and service the other end. Afterwards, he would make rounds in the same order to pick up trays, dishes and carts. Because of the time, the Supervisors assumed breakfast was over and the driver was making his pickup run. Later, they discovered the assumption was wrong.

As they walked through Cottage 289, the Supervisors were unfavorably impressed by what they observed in the living room. A novel was lying on a table opened flat, ostensibly to hold a page. Next to it was an empty fast-food container. One of the Supervisors remarked on the questionable image. Hospital Aides should be fully employed caring for residents; if they perform their jobs, they do not have the leisure to relax with a book during scheduled

workhours. It made them suspicious, and their suspicions increased as they moved on and did not encounter the Aide who was supposed to be watching after residents. Then they came upon the bedroom with the wedged door.

Securing bedroom doors by slamming them on washcloths or towels used to be common practice in cottages. The purpose was to keep residents out to prevent them from disturbing rooms after they were cleaned and beds were made. The practice had been generally discontinued on a Management directive. The Quality Assurance Co-ordinator put his shoulder to the door, forced it open, and was dismayed to discover that residents were not locked out -- they were locked in. It looked as if an extremely serious breach of responsibilities had occurred; the Unit Supervisor and a Security Officer were summoned to deal with it.

At that point, Grievant emerged from the kitchen. The Coordinator asked her if she was the only Aide on duty. She said she was not, that the other Aide was on a break. When questioned concerning the wedged door, Grievant disclaimed knowing anything about it.

The Unit Supervisor and Security Officer entered the cottage together, followed by the other Aide returning from her break. She too was questioned but refused to give answers. The matter was left to the Unit Supervisor and Officer for investigation. The Coordi-

nator and Unit Manager continued their tour. They noted it was 10:05 a.m. when they left.

Next they went to Cottage 288. They were surprised to see residents were still eating. Upon learning that breakfast had been delivered an hour late, a most disturbing possibility occurred to them. Cottage 289 had looked too clean. The dining room had been swept and everything was immaculate. Tablecloths had been replaced and no stray food was seen on chairs or floors. Also, the residents they observed when they first came to the cottage were clean and neat. They were messy eaters, and their appearances were uncharacteristic for the time immediately following a meal. The Supervisors strongly suspected that breakfast had not been served, and rushed back to Cottage 289. They found significant confirming evidence. Bibs were clean and obviously had not been used; the washer and dryer were cool and dry; adaptive feeding equipment was clean and in its place; the trash was nearly empty -- it did not contain milk and juice cartons. Residents had no food remnants on their clothing, hands, faces, or around their mouths.

After making the observations, the Coordinator confronted Grievant and her co-worker. He asked them if the clients had eaten. Both answered affirmatively. The Coordinator said he did not believe them and would report his findings. The co-worker (who had refused to respond when questioned about the jammed bedroom door) became

vaguely confrontational. She ended the conversation, saying, "Do whatever you have to." The Employees were placed on administrative leave that afternoon, and the process for their removals began.

A crucial issue is when breakfasts were delivered. The evidence is conflicting. Grievant claims her cottage received food trays at 8:55 a.m., allowing adequate time to feed clients and clean up after them. The Employer's information is that breakfast was delayed until 9:20. If the information is correct, the meal could not have been served.

To maintain its burden of proof on the question, the Employer called the Food Vehicle Operator (a Bargaining Unit member) as its witness. He testified that his route started at Cottages 285 and 287 where residents are especially slow eaters. Next he delivered to the infirmary and Cottage 289. His process is to wheel the carts into kitchens through back doors, call out, "food truck," and leave. Each delivery takes three to five minutes. According to the Operator, a problem in the food-preparation unit postponed his route on May 6, and he did not get to Cottage 287 until 9:15 a.m. He estimates that he arrived at Grievant's cottage at 9:20 or perhaps a few minutes later.

The rest of the Employer's case consisted of testimony from individuals thoroughly familiar with the eating habits of Cottage 289 residents. They stated uniformly that it would have taken

Grievant and her co-worker no less than forty minutes to feed the clients and clean the cottage. They could not possibly have completed the job in twenty-five minutes (as Grievant claims) even if they skipped the program training and took every conceivable shortcut. The Agency concludes that Grievant committed all the misconduct charged, and her actions were so severe -- so inconsistent with her basic job responsibilities -- as to make it impossible for the Employer to simply counsel her or administer a "slap on the wrist" in the form of a light suspension. In view of the misconduct, the Agency could not in good conscience return this Employee to direct-care responsibilities. It had to discharge her. As the State urges in its hearing brief:

> [T]he Employer had no choice but to remove [Grievant] from employment at Broadview Developmental Center. [Grievant] should not be in a position to care for mentally retarded clients, because they must depend upon her to provide for their every basic need and their protection. Her actions were completely contrary to the mission of the facility and to all she had been taught. To be completely unaware that two clients were trapped in a bedroom, and to willfully deprive clients of such a basic human right as to be fed is so heinous that discharge was the only penalty that the Employer could assess. [Employer hearing brief, 3.]

THE UNION'S FACTS AND ARGUMENTS

Grievant continued to assert her innocence in the arbitration hearing. Despite the Food Truck Operator's assured testimony that he delivered breakfast to Cottage 289 at 9:20 a.m., she insisted it was 8:55 when she heard the Operator's call and went to the kitchen. Grievant explained that Saturday feedings were different from those on weekdays. The weekend chore was carried out by only two Aides; on Monday through Friday, it was handled by as many as eight. Therefore, Saturday meals were expedited. Training was ignored, towels replaced bibs (to eliminate cottage laundry chores), and adaptive feeding apparatuses were not used. Grievant described the breakfast procedure on May 6 as follows:

The meal came in at 8:55. It was small, consisting of an egg, hot cereal, and brown bread. These were distributed in dishes and bowls on individual trays. Milk and juice were delivered in large styrofoam cups rather than the usual cartons (accounting for the absence of cartons in the trash when the Supervisors inspected).

Grievant and the other Aide combined the egg, bread and cereal in bowls, placing them on two tables. They put residents capable of self-feeding at one of the tables and stationed themselves at the other in strategic positions to to assist those who needed to be fed. They hand-fed the women in tandem, taking no more than fifteen minutes to complete the task.

When the meal ended, the other employee took the two messiest

eaters to the lavatory, helped them clean themselves, and left them to handle their own toileting. She went outside for a cigarette while Grievant swept the dining room and rinsed dishes. Grievant claims she was performing that task when the Coordinator and Manager walked in.

Grievant claims she had no knowledge of the wedged door. She said that Aides on the previous shift made the beds and customarily sealed bedroom doors in that manner. But they never, to Grievant's knowledge, locked residents inside. When she came to work, all residents were in the living room; and how two of them ended up behind a sealed door is a mystery to Grievant. She suspects a client might have pushed a door open, entered the room with another resident, and slammed the door shut. A towel previously placed there by prior shift employees may have remained in place, thereby causing the door to be wedged with residents inside. Grievant does not rely on this explanation; it is only a hypothesis and a far-fetched one at that. Her defense is simply that she did not do it and does not know who did.

The Union makes a point of the "fact" that Grievant's co-worker was intensely disliked by Management. In all probability, according to the Union, she was the target of the investigation and Grievant became involved as an innocent victim rather than a rule violator. The Union sees no other rational or justifiable cause for the Agency

to treat Grievant so harshly, even if it truly believed she was guilty of food deprivation.

The Union points out that neglect is not an automatically dischargeable offense; the Agency's own published rules and discipline code establish that such misconduct may call for a range of discipline, starting with a ten-day suspension for a first offense.

In any event, the Union urges that the Employer ignored just cause in this case. It paid no attention to the fact that Grievant was an eight-year employee with no prior discipline of any kind on her record. The Union's closing statement aptly summarizes its position that Grievant is entitled to reinstatement with full back pay and benefits:

> What has the state brought forth? A couple of hunches by a management supervisor with a dislike for a certain employee. A chance to get this employee. And the grievant was caught up in it all. The grievant is a long term employee with no prior disciplines in her record. Good evaluations. Good words from her co-workers. Hardly just cause . . .
>
> Mr. Arbitrator, the Union urges you to look closely at the facts. Just cause has not been met. There was no fair and impartial investigation. There has been no progressive discipline. It wasn't commensurate with the alleged offense. [Union written closing statement; emphasis added.]

OPINION

Grievant's story receives partial support from an unexpected source. The Unit Supervisor who testified against her in the arbitration, assisted the noon feeding in Cottage 289 and kept a log of the day's activities. The log contains a very important statement about lunch in the cottage:

> Linda Perry, Paulette Foster and I helped with the feeding program on 289 for lunch. The Clients ate good. They didn't appear overly hungry. [Emphasis added.]

The Supervisor's note justifies an inference that the residents were given at least some of their breakfasts that morning. But that is the most charitable inference Grievant can obtain from the evidence. As stated, the Arbitrator, accompanied by Grievant and the parties' Representatives, observed two Aides administer breakfast in the cottage on June 16, 1990. The process took more than an hour. Admittedly, the Aides being observed took pains to do the job correctly; it could have been done faster in the manner Grievant described. But there is absolutely no reasonable probability that the residents could have been completely fed in fifteen minutes.

The Arbitrator believes the Food Truck Operator's statement that he delivered to Cottage 289 at 9:20 a.m. The testimony was credible. It conformed to the Coordinator's testimony that he saw the truck at Cottage 289 at 9:30, and was consistent with that of the Security Officer on duty at the time. He too stated he saw the truck in the vicinity of the cottage long after 8:55. Grievant's contrary testimony is not as credible. Therefore, it is the Arbitrator's finding of fact that breakfast did not come into Cottage 289 until 9:20 a.m. It necessarily follows that believing Grievant's assertion that she and her co-worker fed residents their full meals and cleaned up before the Coordinator and Manager arrived is unacceptable. Completing those tasks in ten minutes was not humanly possible.

Grievant did commit neglect. But the State's evidence falls markedly short of proving she had anything to do with locking residents in a bedroom. That allegation will be dismissed.

Was Grievant discharged for just cause? It is clear that the Employer imposed discipline for the misconduct alone, with little or no regard for the Employee's individual circumstances. It gave no consideration for her eight years of service, her good evaluations, or her previously unblemished disciplinary record. If there were any unique, mitigating factors in Grievant's case, they were ignored by Management.

Ordinarily, just cause cannot be established solely by proof of misconduct. The principle requires an employer to judiciously review all relevant facts, not only the fact that an employee violated his/her responsibilities. If there are mitigating circumstances, they must be examined to ascertain whether the employee is salvageable. The Employer is not at liberty to disregard evidence that the employee may be a proper candidate for rehabilitation through corrective, non-terminal discipline. This is especially true under the parties' Agreement which makes progressive discipline the rule and non-progressive removal the rare exception.

The Agreement does not unqualifiedly obligate the Employer to apply progressive discipline to every incident of misconduct. It allows for "commensurate" penalties. It implicitly recognizes that some employee violations are so reprehensible and inconsistent with job responsibilities as to provide no reasonable alternative other than removal. Grievant's neglect of the dependent human beings in her charge might be regarded as falling in this category. It was a shockingly horrible act, made more so by the obvious fact that it was deliberate.

But the Employer apparently does not view neglect in that light. In February, 1989, the Agency published and distributed a detailed Inservice Training Manual, establishing rules, definitions, and disciplinary guidelines. The document defines, "Neglect," as

"a purposeful or negligent disregard of duty imposed on an employee by statute, rule, or professional standard and owed to a client by that employee." The disciplinary guidelines in the Manual set the following penalties for neglect:

1. First Offense - ten-day suspension to removal.
2. Second Offense - twenty-day suspension to removal.
3. Third Offense - removal

The manual has signal importance to this dispute. Its guidelines do not replace contractual rights to just cause and progressive discipline under Article 24, §§24.01 and 24.02 of the Agreement, but they do bind the Employer. Like most labor-management contracts, the Agreement vests the Employer with discretion in disciplinary matters. By promulgating rules and guidelines, the Agency predefined how it intended to exercise its discretion in most cases, and thereby gave Grievant and others a right to rely on what was represented.

According to the manual, the Employer could have imposed discipline from a ten-day suspension to removal. Why did it select the most severe penalty for Grievant? A serious flaw in the State's case is that this question was never answered. The Employer's demand for an award denying the grievance is, in effect, a request that the Arbitrator "rubber stamp" the discipline without examining

the Employee's excellent record or acknowledging the clear probability that she would not commit similar misconduct if given another chance. The just-cause, commensurate-penalty, and progressive-discipline principles in the Agreement require an award reinstating this Employee.

Beyond ordering Grievant's reinstatement, the Arbitrator can find no evidence to support a decision on what the penalty should have been. This lack of evidence highlights a shortcoming in the Union's presentation. If there were exceptionally mitigating circumstances -- reasons for requiring greater leniency -- it was the Union's obligation to present those factors. Mitigation is an affirmative defense. The burden of proving it is on the party asserting it. Grievant literally crippled her own defense by insisting she was totally innocent. She could not logically maintain that stance and establish, for example, that she was remorseful or committed the misconduct in a state of anxiety. She could not claim innocence and mitigation.

As a result, the Arbitrator does not know what a reasonable penalty would have been. If Grievant is not truly remorseful, she deserves a prolonged suspension; if a lesser penalty would have been corrective, she was entitled to a lesser penalty. In the absence of sustaining evidence, the Arbitrator cannot speculate. He must look to the extreme seriousness of the violation and the lack of any

proven mitigatory factor other than length of service and Grievant's unspoiled record. These are not sufficient foundations for an award of back pay. Therefore, Grievant will be reinstated with seniority intact, but the other remedies demanded by the Union will be denied.

AWARD

The grievance is sustained in part and denied in part.

The Employer is directed to reinstate Grievant to her job with full, unbroken seniority forthwith, but shall not be liable for the Employee's lost wages.

Decision Issued at Lorain County Ohio:
August 17, 1990

Jonathan Dworkin, Arbitrator