

IN THE MATTER OF INTEREST ARBITRATION)	BEFORE MARK W. SUARDI,
)	ARBITRATOR
BETWEEN)	
)	CASE NO. S-MA-17-100
ST. CLAIR COUNTY (CENCOM))	
County)	Full-Time Telecommunicators
)	and Calltakers
AND)	
)	
INTERNATIONAL FRATERNAL ORDER OF)	
POLICE LABOR COUNCIL)	
Union)	

APPEARANCES:

For the County:

Jim Williams, Attorney at Law
 Bryan Whitaker, Assistant Director, EMA/Cencom 9-1-1/ETSB

For the Union:

James Daniels, Attorney at Law

AWARD OF ARBITRATOR

PREFACE

This interest arbitration arises pursuant to the Illinois Public Labor Relations Act. It is between ST. CLAIR COUNTY (CENCOM), hereinafter referred to as "County" and the INTERNATIONAL FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as "Union." The undersigned was selected by the parties to serve as Arbitrator to hear and decide the case. Following the Arbitrator's appointment, the parties

exchanged various communications and scheduled a hearing.

Prior to the hearing date, the parties agreed to various administrative matters and stipulations of fact, as follows:

1) The Arbitrator in this matter shall be Mark Suardi. The parties stipulate that the procedural prerequisites for convening the arbitration hearing have been met, and the Arbitrator has jurisdiction and authority to rule on these mandatory subjects of bargaining submitted to him as authorized by the Illinois Public Labor Relations Act, including but not limited to the express authority and jurisdiction to award increases in wages and all other forms of compensation retroactive to January 1, 2018. Each party expressly waives and agrees not to assert any defenses, right or claim that the Arbitrator lacks jurisdiction and authority to make such a retroactive award; however, the parties do not intend by this Agreement to predetermine whether any award of increased wages or other forms of compensation in fact should be retroactive.

2) The Arbitration hearing in this case will be convened on June 20, 2019 at 10:00. The requirement set forth in Section 14(d) of the Illinois Public Labor Relations Act, requiring the commencement of the arbitration hearing within fifteen (15) days following the Arbitrator's appointment, has been waived by the parties. The hearing will be held at the downstairs CENCOM Training Room at 101 S. First Street in Belleville, IL 62220.

3) The Parties have also agreed to waive Section 14(b) of the Illinois Public Labor Relations Act requiring the appointment of panel delegates by the employer and exclusive representative.

4) The hearing will be transcribed by a court reporter or reporters whose attendance is to be secured by the Employer for the duration of the hearing by agreement of the parties. The cost of the reporter and the Arbitrator's copy of the transcript shall be shared equally by the parties.

5) The parties agree that the following issues, which are mandatory subjects of bargaining and over which the Arbitrator has authority and jurisdiction to rule, are in dispute:

- a) Duration
- b) Wage Increases for 2019, 2020, 2021
- c) Funeral Leave

6) The parties agree that these Pre-Hearing Stipulations and all previously reached tentative agreements shall be introduced as joint exhibits. The parties further agree that such tentative agreements shall be incorporated into the Arbitrator's award for inclusion in the parties' successor labor agreement that will result from these proceedings.

7) Final offers shall be presented at arbitration. As to the economic issue(s) in dispute, the Arbitrator shall adopt either the final offer of the Union or the final offer of the County. As to the non-economic issue(s) in dispute, the Arbitrator shall have the authority to adopt either party's final offer or to issue an alternate award consistent with Section 14 of the Public Labor Relations Act.

8) Each party shall be free to present its evidence in either the narrative or witness format. Advocates presenting evidence in a narrative format shall be sworn as witnesses. The Labor Council shall proceed first with the presentation of its case-in-chief. The Employer shall then proceed with its case-in-chief. Each party shall have the right to present rebuttal evidence.

9) Post-hearing briefs shall be submitted electronically to the Arbitrator, who will conduct the exchange. Deadline extensions as may be mutually agreed to by the parties. There shall be no reply briefs, and once each party's post-hearing brief has been received by the Arbitrator, he shall close the record in this matter.

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois Public Labor Relations Act. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during or subsequent to the arbitration hearing.

12) The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

FOR ST. CLAIR COUNTY
/s/ Jim Williams, Esq.

FOR THE IFOP LABOR COUNCIL
/s/ James Daniels, Esq.

RELEVANT STATUTORY PROVISIONS

5 ILCS 315/14

(h) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

BACKGROUND

Per the recognition language of the parties' January 1, 2017 - December 31, 2018, Collective Bargaining Agreement ("Agreement") the Union represents all full-time Telecommunicators and Calltakers employed by the County.

At the hearing, and in the interest of judicial economy, the parties agreed to admit the testimony of Financial Analyst Susan Schmidt and corresponding exhibits which were presented in a prior arbitration hearing before the undersigned on December 5, 2018, which dealt with the County's Correctional Officers and Patrol Deputies (Case No. S-MA-18-085 and S-MA-18-086). The Arbitrator's award in those cases was issued on April 4, 2019.

At the present hearing, Assistant Director of Emergency Management 911 Bryan Whitaker answered questions posed by the Union and the County as to the services performed by CENCOM. As testified, there are some 50-60 public safety agencies in the County, which comprises some 670 square miles. In this regard, there are four (4) Public Safety Answering Points (PSAPs) within the jurisdiction of CENCOM. These answering points field emergency calls and dispatch emergency service providers such as police, fire and ambulance (911 and other emergency lines). The two (2) PSAPs covered by the Agreement consists of CENCOM East and CENCOM West. The other two (2) PSAPs (i.e. Belleville and O'Fallon) service communities other than those serviced by CENCOM East

and West.¹ By all accounts, in 2017 East St. Louis, which was a stand-alone PSAP, was incorporated into CENCOM West.

There are some twenty-eight (28) full-time and less than ten (10) part-time telecommunicators within the bargaining unit. The base rate for a new hire trainee is \$17.50 per hour from which Union dues are withdrawn. After completing training and being released to serve, full-time employees receive \$20.29 per hour. There is no longevity provision in the Agreement, and employees receive one (1) raise per year. The fiscal year runs from January 1 through December 31.

Testimony from Mr. Whitaker described how the some 50-60 communities serviced by CENCOM had contracts where rates are set for servicing calls. He estimated the current rate to be between \$10.50 and \$11.00 per call. Such revenues are supplemented by cell phone and land line charges.

Assistant Director Whitaker went on to testify that by Illinois statute there was a consolidation of districts, but that Madison County does not provide the services of a consolidated communication center. Accordingly, he did not believe Madison County was a proper comparable for purposes of analysis. He added that Madison County now has sixteen (16) employees but should have eight (8) by statute.

¹The County presented a PSAP boundary map at the hearing which delineated those areas serviced by CENCOM East and West and those areas serviced directly by non-bargaining unit employees within the County.

In the Union's case, Attorney Daniels went through, inter alia, exhibits outlining external comparables, consumer price index information, a wage comparison with counties the Union believes to be comparable, as well as several other financial exhibits which were included in the prior arbitration referenced above.

For its part, and in addition to the testimony and documents related to Financial Analyst Schmidt, the County presented job postings which it believes to be comparable to bargaining unit employees, a seniority list, the above-referenced boundary map and a call analysis for the period June 2, 2019, through June 15, 2019. The latter analysis details agent online durations, the number of calls handled and the average agent participation per hour.

Additional testimony at the hearing related to the manner in which sick leave and vacation time is accrued and banked, as well as how funeral leave is allowed to employees. The parties' arguments concerning the competing evidence in the case are set forth in the Contentions portion of the award, *infra*.

UNION CONTENTIONS

Despite the fact the parties only agree that Champaign County is a comparable County, the Union's proposal for three (3) additional counties (Madison, Sangamon and Peoria) should be credited by the Arbitrator. Those counties have been recognized as comparable in the past by other interest arbitrators. By contrast, the County's argument that comparable counties include the City and County of St. Louis and the Village of

Lansing should be rejected. The County's argument that Madison County should not be compared is disingenuous for several reasons. The fact that Madison County has not yet implemented the Illinois policy to consolidate and centralize its work is irrelevant. And the only reason the County has proffered Lansing as a comparable is because it had a recent job posting.

Madison County, as the County recognizes, is the highest paid phone answering 911 group. Over time, the parties have recognized the Union's proffered counties, including Champaign, Madison, Peoria and Sangamon. At the same time, St. Louis City and St. Louis County have been found not to be comparable. Additionally, the County's attempt to distinguish counties on the basis of municipal versus county communications dispatchers is wrong, insofar as the dispatchers do similar work despite different funding mechanisms.

Distances between the Union's proffered comparable counties support its position. Indeed, there is no commonality whatsoever between St. Clair County, the City and County of St. Louis and Lansing.

The Arbitrator should find that the three (3) year contract proposed by the Union is appropriate. As other arbitrators have recognized, the interest of industrial relations are served by avoiding a lengthy and time-consuming negotiated process. The public interest in avoiding labor strikes is also served in that manner. Moreover, the four (4) comparable counties offered by the Union have longer contracts. To this extent, the wage increases

which are in effect between the County and the Union (namely, 2017 [retroactively] and 2018) support a finding there is no clear status quo.

The Union's demand for a three (3) year contract and its wage demand have been recognized as irrevocably joined. The CPI-U supports the Union's request for a 3% proposal in the first year, much closer than the Employer's 1.5% proposal. The external comparables also support the Union's position. Review of the Union's comparable wage data indicates that the wages received by the County's telecommunicators are making far less than their peers in other counties. The fact that there is no longevity in the County's Agreement must also be taken into account, as should the fact that health insurance increases are significant and have a dramatic effect on the telecommunicators wages.

As for financials, the County's projected budgets cannot be taken at face value. County revenues usually match or exceed expenses and, though the County's Ending Fund Balance (EFB) for its General Corporate Fund (GCF) is less than what it used to be a decade ago, the County was still able to transfer \$3.5 million to other funds in 2017. The reason for this is that the County continues to divert resources to its growing local airport. Additionally, the County's unemployment rate is better than the state rate. And the County's Air Force base is its largest employer and continues to expand, bringing additional jobs to the County.

Internal comparables also support the Union's position. The fact that 1.5% raises were accepted by other bargaining units in the County does not control the issue

presented. Rather, there was no universal acceptance of the County's wage offer. Likewise, the County has not established that those who accepted a 1.5% increase were in parity with the telecommunicators.

The Arbitrator should find that funeral leave days should not be deducted from an employee's sick or vacation time. There is no real benefit in the County's approach to funeral leave and if an employee has no remaining sick leave or vacation time he or she will not be afforded leave.

Properly read, the language of the Agreement is ambiguous when it comes to who gets the right to choose what type of leave will be used for funeral leave. The Union's proposal to delete the final sentence of Article 9.03 solves the problem. To the extent the County may argue that the changed proposed by the Union deviates from the status quo, there is no similar language to be compared against. By contrast, the fact that the County's Correctional Officers and Patrol Deputies have language similar to that proposed by the Union should carry great weight. But even if a change in the status quo occurs, it is not a significant one and should be allowed, as other arbitrators have recognized.

The Union's request recognizes a legitimate interest in the bargaining unit; it does not impose an undue burden on the County, involves minimal expense and it will rarely be utilized. To this extent, the County's steadfast refusal without movement to recognize the change the Union has proposed should be viewed as negatively impacting both morale and working conditions.

COUNTY CONTENTIONS

Assistant Director Whitaker is fully familiar with the job duties and services provided by CENCOM. He is familiar with day-to-day operations and was credible in his testimony. He has also worked as a full time and part time communicator for CENCOM. The map Mr. Whitaker identified showed the broad area serviced by CENCOM.

Mr. Whitaker identified some 168,000 calls per year that CENCOM handles. Its full time staff was recently supplemented by the CENCOM East St. Louis operation. As noted, CENCOM operators began as trainees at \$17.50 per hour, but once training is complete, their wages increased to \$20.29 per hour. Mr. Whitaker went on to explain how certain 911 calls are routed from unincorporated St. Clair County through CENCOM and a computer aided dispatch system ("CAD") to the appropriate agencies which handle the call.

There are certain communities whose calls are not answered by CENCOM. And some smaller, more depressed communities use CENCOM as their agency to answer calls.

Mr. Whitaker's testimony as to the substantial differences between CENCOM and the wages presented by the FOP should be credited. As it is, some of the FOP's comparable wages are actually centers run by a Sheriff's Department and are not centralized centers like the one at issue. Madison County is one such department which still runs its own communications center. It has not transitioned into the statutorily mandated PSAP. Further, Mr. Whitaker's testimony shows the number of calls taken by

the CENCOM telecommunicators during their shift.

Mr. Whitaker stated the most appropriate comparable county was St. Louis County. That is so because of a centralized, consolidated emergency response system much like the CENCOM system herein. Mr. Whitaker's testimony as to the cost of living comparison between St. Louis and Belleville should be credited, along with his testimony as to other counties which have become consolidated within the CENCOM system. Notably, Champaign County has call volumes similar to St. Clair County. It, too, has a consolidated communication system. Starting salaries for a trained telecommunicator in Champaign County was \$22.01 per hour. Mr. Whitaker went on to testify as to comparable pay raises based on consolidated communication systems in the national database.

Insofar as the County has consistently offered one year contracts to all departments, such offer represents a status quo for all St. Clair County offers and should not be changed at the present time. Further, CENCOM's 1.5% wage offer for 2019 is closer to the current CPI at 1.9% than the 3.0% wage increase requested by the Union. It is also more comparable to the offers which the County has made to other Union employees. By contrast, the Union's evidence of comparables is distinguishable. Madison County telecommunicators, for example, are not working out of a centralized location and are still employees of the Madison County Sheriff's Office. Again, this fact should disqualify Madison County as a comparable. This also serves to show St. Louis County is the most comparable centralized system to that at issue herein. Indeed, the CENCOM

telecommunicators pay is higher than that paid to St. Louis County.

The Union also tried to mislead by showing that the starting salary for CENCOM is \$36,400.00. Instead, that is the training rate received by an employee if fully trained for a solid year. In reality, starting salary for a fully trained telecommunicator in St. Clair County is \$20.29 which is consistent with the starting pay of \$42,203.00, a figure indicated elsewhere on the Union's exhibit.

The Arbitrator should reject the Union's attempt to modify the CENCOM funeral policy. The proposal was made without notice or previous negotiation. In reality, the terms of funeral leave under the parties' agreement have remained the status quo for several years. An employee may take time off for a family member's funeral, but the leave must be attributed to sick leave or vacation time. There is no testimony whatsoever that any member of the Union has suffered a hardship or unduly burdened by the current funeral leave policy. It follows that any change the status quo should not occur.

DISCUSSION

Comparability

There was much discussion at the hearing as to which counties are truly comparable for purposes of statutory analysis. Understanding as the Arbitrator does that:

- a) working conditions applicable to a telecommunicator force made up of municipal employees will differ from working conditions found in a centralized communication center,
- and b) that the State mandate on consolidated communication centers has been met with

compliance, non-compliance and varying types of dispatch work absorption, still, even with different funding mechanisms in place between counties there is an overriding similarity of services being performed by telecommunicators in Madison County, Sangamon County, Peoria County and Champaign County. It must also be noted that the parties have previously *agreed* to the above four (4) counties as being comparable.²

Arbitrators recognize that "every collective bargaining agreement is different and every collective relationship is distinctive."³ What may be a proper comparable under one collective agreement may not be comparable under another. That said, the fact these contracting parties have treated Madison, Sangamon, Peoria and Champaign as comparable counties in the past carries a good deal of evidentiary weight. The Arbitrator so found in his April 4, 2019, award and the logic still applies.

Relatedly, the Arbitrator cannot say that the fact different funding mechanisms apply in Madison County should exclude it as a valid comparable county. A similar finding applies relative to Madison County's non-compliance with the state-mandated consolidation. Likewise, notwithstanding the municipal absorption of the Peoria and Champaign County telecommunicators, respectively, the counties themselves are sufficiently similar to St. Clair County to be included in the comparability mix.

²See, *County of St. Clair and St. Clair County Sheriff's Dept. and IFOP Labor Council* at p. 10 (Traynor 1992).

³See, *Incom International Inc.*, 83-2 ARB ¶ 8357 (Abrams 1983).

By contrast, the Arbitrator must agree with the Union that using Lansing, Illinois as a comparable based solely on its May 2019 job posting is of limited usefulness. Its distance from the more central and downstate Illinois counties listed above detracts from its relevance, as does the limited evidence regarding other demographic data that might draw Lansing closer on the comparability scale to the four (4) counties referenced above.

As for the County's argument regarding the City of St. Louis and St. Louis County, it is certainly true that their inclusion for purposes of statutory analysis would garner a broader comparison pool. Even so, there are marked differences which go well beyond their comparability based on geographical proximity. For instance, population and tax base comparisons must be considered along with revenue sources for essential services and other budgetary constraints. The more appropriate focus, in the Arbitrator's opinion, should be on units which have been found comparable in the past and which most closely track the economic and demographic characteristics of the bargaining unit and fiscal environment at issue. So applied, St. Louis City and St. Louis County cannot be accepted as comparable communities relative to St. Clair County. Nor have they been historically recognized as such.⁴

In the Arbitrator's opinion, comparable counties for purpose of analysis are Champaign, Madison, Peoria and Sangamon.

⁴See, *St. Clair County and IFOP Labor Council* (S-MA-12-080) p.p. 7-9 (Nielsen 2013). See, too, the Arbitrator's holding in Case No. S-MA-18-085 and S-MA-18-086 at p. 18.

Duration

The parties' predecessor agreement expired on December 31, 2018. According to the County, its one (1) year offer represents the status quo and should not be disturbed. By way of response, the Union notes that though the prior agreement was a one (1) year contract it actually provided wage increases over two (2) years; to wit, 2017 (retroactively) to 2018.

In the Arbitrator's opinion, the fact the 2018 agreement solidified employee wages over a twenty-four (24) month period versus a twelve (12) month period raises an inference at odds with the County's one year at a time, status quo argument. More importantly, an agreement which locks in wages over a period of two (2) years versus one (1) year can easily be viewed as serving the agreed-upon goal of maintaining harmonious relations as set forth in the predecessor agreement's Preamble.

Ultimately, the Arbitrator does not see the Union's request for a three (3) year agreement as an impermissible breakthrough request. As other arbitrators have noted (the writer included), thrusting the parties back into the fray of negotiations only a few months after an award is issued does little, if anything, to ensure continuity and predictability in a collective relationship. Nor does such a result realistically serve the public interest; for in the event quickly renewed negotiations break down, that fact would likely generate another interest arbitration along with its associated time, expense and diversion of resources.

Finally, and perhaps most significantly, the comparable employment communities of Madison, Champaign, Sangamon and Peoria all have agreements longer than one (1) year and they are in relatively close proximity to the County.

The Arbitrator finds for the Union on the duration issue.

Wage Increases

To the parties' credit, a good deal of the economic evidence in the case has previously been addressed. Viewed objectively, the same basic factors which supported the Union's wage increase demand in the Correctional Officers and Patrol Deputies arbitration are applicable here. These include the County's liquidity ratio, substantial unassigned Central Fund revenue, low unemployment rates and the 2017 tax increase.

The County's emphasis on work performed out of a centralized location versus that performed out of a municipal department, such as the Madison County Sheriff's Office, has been considered. Crediting Mr. Whitaker that the distinction between centralized and non-centralized work exists, it is difficult for the Arbitrator to put an economic measure on the difference. The work in both contexts is admittedly high-paced and stressful, and perhaps even more so in the area serviced by CENCOM, which has several high-crime areas.

In the County's view the 1.9% CPI noted at the hearing is closer to its wage offer of 1.5% than the Union's 3% wage increase. This is true. But the County fails to take into account the fact the proffered CPI percentage only extended to a period of six (6) months. In the Arbitrator's opinion, when the average CPI is objectively assessed along with the

lack of longevity scales in the CENCOM agreement, as well as the impact of increased insurance premiums and the greater spread in earnings among telecommunicators in comparable counties over a span of years, the County's offer falls short of advancing the statutory factors of continuity and stability of employment set forth in Section 315/14(h)(6).

Finally, akin to the Arbitrator's holding in the Correctional Officers and Patrol Deputies case, the County has failed to show that acceptance of the Union's 3.0% wage offer would directly result in foreseeable harm. To be sure, CENCOM may be beset with collection issues involving the contract revenues it is slated to receive from some of the contracting public service entities. Yet the fact independent contract revenue is in large measure available can also be seen as bolstering the County's financial wherewithal to meet the wage increases the Union has proposed.

In the Arbitrator's opinion, the combination of factors set forth above serve to make the Union's wage proposal the most reasonable when the statutory criteria are applied.

The Arbitrator finds in favor of the Union on the wage increase question.

Funeral Leave

At the hearing there was detailed evidence as to how sick leave and vacation time is accrued within the bargaining unit. Quite simply, the Union's funeral leave proposal seeks to drop the last sentence of Section 9.3 so that employees will not be forced to use their accrued sick time or their vacation allotment to attend a family member's funeral.

Applying the statutory factors, as the Arbitrator must, it may well be that some County units and comparable counties elsewhere allow funeral leave as a separate paid benefit. Likewise, the Union makes a valid point that the CENCOM telecommunicators can be likened to the County's law enforcement Correctional Officers and Patrol Deputies who receive paid funeral leave.

For his part, Mr. Whitaker credibly explained that the CEMCOM employees are able to accrue a good deal of sick leave which they can carry into retirement, and that their use of vacation days is discretionary. He went on to explain that no employee has ever been denied time off to attend a funeral albeit some employees have been forced to take unpaid leave.

In the Arbitrator's opinion, the Union's concern about an infringement on an employee's ability to make funeral arrangements because he or she has no sick or vacation leave is conjectural. Relatedly, the Union's claim of ambiguity in the wording of Section 9.03 must be rejected since, as written, an employee has the right to choose between sick time or vacation time for funeral leave purposes. Suffice it to say that while employees have a legitimate interest in attending a family member's funeral, the County, too, has a legitimate interest in the economics of how such attendance is handled.

Differences in sick leave accruals between the County and other comparable counties has been considered and that factor falls in the Union's favor. At the same time, the Arbitrator must agree with the County that there is no evidence of any undue burden

or hardship on the rank and file. Further, among the other normal and traditional factors allowed to be taken into account in collective bargaining is an employer's interest in limiting permitted benefits which have an economic impact.

Here, while the use of funeral leave may be infrequent, it is difficult to say that the County must move off the existing language of Section 9.03 and permit what would amount to a guarantee of up to three (3) days of paid leave. Ultimately, the Arbitrator finds the County's refusal to accept a change in the status quo relative to Section 9.03 without a quid pro quo on the Union's part is proper.

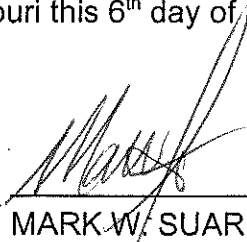
The Arbitrator finds in favor of the County on the question of funeral leave.

AWARD

In consideration of all of the statutory criteria, and based on the record as a whole, the Arbitrator incorporates his rulings on the unresolved items at issue as set forth in the body of the Award.

Pursuant to Paragraph 10 of the parties' Stipulations, the Arbitrator will retain the entire record in the matter for a period of six (6) months or until sooner notified by both parties that retention is no longer required. IT IS SO ORDERED.

Signed in the County of St. Louis, Missouri this 6th day of September, 2019.



MARK W. SUARDI, ARBITRATOR