

**ARBITRATION AWARD**

**(Supplementary Award)**

BETWEEN:

COUNCIL OF ATLANTIC TELECOMMUNICATION UNIONS (CATU)  
(CEP LOCAL 410)  
(hereinafter called the “Union”)

AND:

ALIANTELECOM INC.  
(hereinafter called the “Employer”  
or the “Company”)

GRIEVOR: Barbara Ivany

COUNSEL: For the Union  
Dana K. Lenehan, Q.C.

For the Employer  
Michelle A. Willette

ARBITRATOR: James C. Oakley

The arbitration hearing on the supplementary issue of compensation was heard on June 15 and 16, 2010. The issue of compensation arises from an Arbitration Award between the parties dated January 18, 2010. The decision in the Award stated as follows:

The Grievor had a disability and the Employer had a duty to accommodate the Grievor within the meaning of human rights legislation and the judicial and arbitral authorities. The Employer did not meet its duty to accommodate the Grievor at the date of her termination in August, 2006. It is ordered that the Grievor be reinstated in her employment effective from the date of termination with the status of a leave of absence without pay. The Employer shall comply with its duty to accommodate the Grievor. The grievance is allowed as stated. There is no order with respect to compensation at this time. The Arbitrator retains jurisdiction on the issue of compensation.

Subsequent to the Arbitration Award, the Grievor was reinstated in her employment. The parties did not reach agreement on the issue of compensation, and the issue was referred to the Arbitrator. The parties agreed that the evidence submitted at the hearing on the merits of the grievance could be considered by the Arbitrator when deciding the issue of compensation. The parties also called witnesses, entered exhibits, and made submissions at the hearing on the issue of compensation. The following exhibits were entered:

- Consent - 6 Letter dated May 11, 2010 from the Department of Human Resources, Labour and Employment, Government of Newfoundland and Labrador to Dana Lenehan, Q.C. and related correspondence
- BI - 1 Letter dated February 12, 2010 from Elizabeth Spinney, Manager Labour Relations, Bell Aliant to Barbara Ivany
- BI - 2 Letter dated February 23, 2010 from Elizabeth Spinney, Manager Labour Relations, Bell Aliant to Barbara Ivany
- BI - 3 Letter dated March 29, 2010 from Bell Aliant to Barbara Ivany re voluntary severance offer
- RM - 1 Payroll listing for Barbara Ivany, March 20, 2010 to May 29, 2010
- RM - 2 FIT for Work Invoice and Initial Assessment Report dated March 1, 2010

- RM - 3 FIT for Work Invoice, Progress Assessment Report dated March 31, 2010 and Discharge Assessment Report dated April 14, 2010
- RM - 4 Benefits Summary for Barbara Ivany, 2002 to 2010
- RM - 5 News releases and job advertisements

### **Collective Agreement**

In addition to the Articles of the Collective Agreement set out in the Award, the following Article is relevant:

#### Article 16 - Arbitration

...

- 16.07 Neither the Arbitrator nor Board of Arbitrators will have the power to amend, cancel or add to the terms of this Agreement and in rendering a decision they will be bound by the terms of this Agreement. The Arbitrator or Board of Arbitrators has the power to substitute for the discharge or discipline such other penalty as the Arbitrator or Board of Arbitrators deems just and reasonable in the circumstances. Such decision will not have retroactive effect prior to the date of the incident giving rise to the grievance.

### **Evidence**

The witness called by the Union was Barbara Ivany, the Grievor. The witness called by the Company was Robert McAllister, Labour Relations Consultant.

By letter dated February 12, 2010, the Employer reinstated the Grievor in her former position of Operator and placed her on unpaid leave of absence from the date of her termination letter of August 24, 2006. In consultation with its Health and Wellness Department, the Employer developed a plan to accommodate the Grievor to ease back into the workforce. The letter of February 12, 2010 also stated that, based on the recommendations of the IME report of Dr. Howell dated December 6, 2006, the Employer would pay for the Grievor to attend a work hardening program for 6 weeks, and then to return to work in the Operator position over a subsequent 6 weeks of ease back.

The Grievor's former position as Operator was no longer located in St. John's, Newfoundland and Labrador. There was a consolidation of Operator services, and as a result the Grievor's position had been transferred to Saint John, New Brunswick. In the letter of February 12, 2010, the Employer informed the Grievor that it would provide her with relocation expenses to transfer to Saint John, New Brunswick on the same terms that were offered to other Operators in Newfoundland and Labrador. The Grievor was also offered, consistent with the offer to other Operators, the option of a Voluntary Severance Offer, including severance pay equal to 3 weeks pay per year of service and an additional \$10,000 retraining allowance.

The Grievor commenced the work hardening program at FIT for Work in St. John's on March 1, 2010. On that date, she was reinstated on the payroll at the hourly rate for Operator. She continued to attend the work hardening program until April 14, 2010. Her discharge assessment from FIT for Work, dated April 14, 2010, stated that her strength tolerance was anticipated to exceed the levels required for her job, and a return to work was recommended.

The Grievor elected the option of voluntary severance and did not accept relocation to New Brunswick. By letter dated March 29, 2010, the Employer informed the Grievor about the severance program and stated that her end date was confirmed as April 9, 2010. She was given options with respect to her severance and pension. She selected Option I and accepted a reduced pension.

The Employer paid the expenses of the work hardening program. Mr. McAllister testified that the Employer intended to pay the Grievor's full salary to April 9, 2010. However, the payroll office did not stop payment of salary until May 15, 2010. The Grievor testified that her pay for the work hardening program was expected to end before the program ended, but she completed the program. The Grievor received a severance payment of \$41,399, part of which was paid to an RRSP plan. The Grievor was also paid a \$10,000 retraining allowance.

The Grievor testified that she has been off work since September, 2002 and did not return to work until 2010 when she attended the work hardening program. During that time she received health and dental benefits, and the premiums were paid by the Employer. Her employment was terminated by letter of August 24, 2006 and a grievance was filed at that time. She received the IME report dated December 6, 2006 and contacted Chuck Shewfelt, Union representative. She asked Mr. Shewfelt at different times when the grievance would be heard at arbitration. She said that based on the IME report of Dr. Howell she expected to return to work with the Employer. She said she was trained as

an Operator and did not have other employable skills. She did not expect that another employer would hire her, given her medical condition and need for accommodation. She did not receive any advice from the Union about seeking alternate employment. Her income consisted of income support payments from the Department of Human Resources, Labour and Employment (“HRLE”), Government of Newfoundland and Labrador. She will be required to repay HRLE the income support she received for any period for which she receives back pay. Her income support from 2006 to 2010 varied from about \$1,000 to \$1,500 per month.

Mr. McAllister testified about various news releases and job advertisements that were entered as an exhibit. He said that the exhibit showed there were opportunities for work with various employers in the St. John’s area, including call centres. He believed the Grievor was qualified for these positions. Mr. McAllister did not know the rate of pay for the advertised positions, but he expected that the rate was considerably less than the Operator rate paid by the Employer.

### **Union Submission**

The Union claimed compensation for 38 months loss of income from January 1, 2007 to March 1, 2010. The Union also claimed compensation for any consequential adjustments to the severance package, including adjustment of severance pay and adjustment of pension benefits. The Union did not claim the commuted value of the Grievor’s pension for the period when she was on unpaid leave. Her severance pay had been calculated based on 16 years service, from 1986 to 2002, at the rate of 3 weeks per year, for a total of 49 weeks. The Employer ought to have reinstated the Grievor effective January 1, 2007, which would allow the Employer about 3 weeks to review the IME report of Dr. Howell. The Employer eventually implemented the report of Dr. Howell, starting March 1, 2010. There was a modification to the recommendations in the report made in consultation with Dr. Burnstein. The 12 week easeback was adjusted to a 6 week work hardening program, to be followed by a 6 week easeback. The Grievor successfully completed the work hardening program at FIT for Work, indicating that the Grievor would likely have successfully returned to work if the program was implemented at an earlier date. The Grievor’s testimony at the arbitration hearing in September, 2009 was that she would return to work if reinstated. The Grievor has an obligation to repay the income support payments she received from HRLE from retroactive compensation she is paid by the Employer. The Union requested that income be allocated to past years by the Employer where appropriate. The Union requested that compensation be awarded to place the Grievor in the position in which she would have been, had the Employer not breached the Collective Agreement. Had the

Employer accommodated the Grievor in a timely fashion, she would have returned to work in January, 2007. Dr. Howell's IME report stated that the Grievor could return to work. The fact that the Grievor did not return to work in 2003 was not relevant. The Employer's duty to accommodate the Grievor continued in effect. The facts of this case were distinguishable from the award in *University of Victoria v. Professional Employees Association (Wood)* [2003] B.C.C.A.A. No. 266 (Taylor) (the "*University of Victoria*" case) given the events that occurred in this case after 2003. The Grievor did not fail to mitigate her damages. The Union referred to case authorities on mitigation of damages, including *Manitoba v. M.G.E.U.* (2003) 116 L.A.C. (4<sup>th</sup>) 351 (Spivak). The Grievor was continuing to consult medical specialists and receive treatment. Her medical condition had not changed for years, according to the testimony of her family doctor. The Grievor was expecting to return to work for the Employer. The Grievor could not seek other employment when her medical limitations required a gradual return to work. She was not required to accept a substantially lesser salary for employment at a call centre. She had no obligation to seek funding from HRLE for a work hardening program. The onus was on the Employer to show that the Grievor would have obtained a job at a comparable salary. The case authorities do not impose an obligation on the Grievor to take action to bring her case to arbitration. The Grievor left the handling of the grievance to the Union. Article 16.07 of the Collective Agreement allows an order for an alternate disciplinary penalty, but does not allow for a financial award against the Union. The Arbitrator did not have authority to order that the Union pay compensation. The authorities submitted by the Employer on arbitral authority were based on different collective agreement language. There was no delay in the processing of the grievance. There was a change of Union legal counsel and there were issues in scheduling. The fact that other arbitration cases proceeded to arbitration did not establish delay of this case. The Union requested an award of compensation, with the exact amount of compensation to be calculated by the parties.

### **Employer Submission**

The Employer disputed that compensation was payable to the Grievor. There were exceptions to the general principle of awarding damages, where the damages were too remote, where there was no mitigation of loss, and where the loss was speculative. It was speculative whether or not the Grievor would have returned to the workplace in 2007 and remained there. An FCE report, dated December, 2001, stated that the Grievor was self limiting in her abilities. There was no change in her condition at any time. The Employer provided an easeback program in April, 2002, but the Grievor did not complete it. In March, 2003, the Grievor decided not to participate in the planned accommodation

before she knew what changes the occupational therapist would recommend. The Arbitration Award stated that the Employer offered reasonable accommodation in March, 2003 and the Grievor failed to cooperate. If the Grievor had cooperated at that time, she would not have sustained any loss. In 2006 the Grievor did not act promptly to set up the medical assessment requested. The Employer had obtained the IME report in December, 2006 on the basis of being persuaded by the Union that the Grievor was permanently disabled and belonged on the restricted employee list. However, the IME report showed that the Grievor did not belong on the list. This case was similar to the *University of Victoria* case. In that case accommodation was offered and the grievor unreasonably refused to return to work. The arbitrator ordered that the grievor be reinstated without compensation. The Grievor had failed to mitigate her damages. The Employer referred to case authorities on mitigation including *Red Deer College v. Michaels, et al.* (1975) 57 D.L.R. (3d) 386 (S.C.C.) and *Carling O'Keefe Breweries and Western Union of Brewery Workers* (1984) 20 L.A.C. (3d) 67 (Beattie). There was no evidentiary burden on the Employer to show that alternate employment was available. The job advertisements were for similar skill sets to those possessed by the Grievor. Alternatively, there was a duty on the Grievor to replace at least part of her income and damages ought to be reduced by at least 50%. The Grievor could have inquired about work hardening funded by HRLE. The Grievor was responsible for the delay in bringing the case to arbitration. She made no attempt to pressure the Union to set an arbitration date. In the alternative, the amount of compensation should be reduced or apportioned between the Employer and the Union. The Union failed to advance the case to arbitration in a timely manner. The Employer relied on Article 16.07 and the authority of the Arbitrator to impose a penalty that is just and reasonable. Similar authority is granted by Section 60 of the *Canada Labour Code*, R.S.C.1970, c. L-1. The Union was liable for the failure to cooperate. The Union set up a communication barrier by requiring that all correspondence to the Grievor be sent to the Union representative. The Union was responsible for delay in arranging for the IME in early 2006. The arbitration hearing commenced in June, 2009, about 20 months after the Employer response at Step 3 of the grievance procedure. The Employer referred to case authorities on the jurisdiction of an arbitrator to order a union to pay part of the back pay. The Union proceeded to arbitration with other grievances prior to this grievance and must bear some responsibility for the delay. The Employer requested an award that no compensation is payable, or in the alternative, the amount of compensation should be reduced, or in the further alternative, the Union should be ordered to pay a portion of the compensation.

## **Considerations**

Following the Arbitration Award, issued January 18, 2010, the Employer reinstated the Grievor to her former position of Operator and placed her on an unpaid leave of absence from the date of her termination of employment. The Employer also took steps to comply with its duty to accommodate the Grievor, in her former role as Operator. The Employer arranged for the Grievor to attend at a work hardening program for 6 weeks, to be followed by 6 weeks of easeback in her former Operator role. In its letter to the Grievor dated February 12, 2010, the Employer referred to the comment in the IME report of Dr. Howell about a work station review and appropriate ergonomic setup. The Grievor commenced the work hardening program on March 1, 2010. On that date, she was reinstated on the payroll at the rate of pay of her former position of Operator. She completed the 6 week work hardening program, and was discharged from the program with the recommendation that she could return to the workplace. The Grievor did not return to the workplace at that time because there was a reorganization of Operator services and her position was relocated to Saint John, New Brunswick. She was offered and accepted a voluntary severance package, which included severance pay based on years of service, a retraining allowance of \$10,000, and various pension options.

The Grievor was employed in her position as Operator from 1986 to 2002. She was then absent from work on unpaid leave of absence until March 1, 2010, when she returned to work in her former position, commencing with the work hardening program. The Union claims compensation for the period January 1, 2007 to March 1, 2010.

The issues raised at the supplementary hearing on the issue of compensation are as follows: (1) What is the authority of the Arbitrator to reduce the amount of compensation or to award compensation against the Union, pursuant to Article 16.07 of the Collective Agreement or Section 60(2) of the *Canada Labour Code*, R.S.C. 1970, c. L-1? (2) Was there a delay in the processing of the grievance to arbitration that has an effect on any award of compensation? (3) How do the principles of damages apply to the issue of compensation in this case?

The Arbitrator will first address the Collective Agreement and legislative provisions. Article 16.07 is set out above. Sections 60 (2) of the *Canada Labour Code* states as follows:

- 60 (2) Where an arbitrator or arbitration board determines that an employee has been discharged or disciplined by an employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator or arbitration board has power to substitute for the discharge or discipline such other penalty as to the arbitrator or arbitration board seems just and reasonable in the circumstances.

The language of both Article 16.07 of the Collective Agreement and Section 60 (2) of the *Canada Labour Code* give an arbitrator authority to substitute, for discharge or discipline, such other penalty as the arbitrator deems just and reasonable in the circumstances. Both provisions apply when an arbitrator makes a finding that an employee has been discharged or disciplined for cause. There is no such finding in this case. The Grievor's employment was not terminated for cause for any disciplinary reason. Her employment was terminated because she was absent from work on extended leave of absence without pay, she did not return to work and the Employer took the position that it had no obligation to accommodate her. Her termination letter said that she failed to return to work following expiration of a leave of absence. In these circumstances, neither Article 16.07 of the Collective Agreement nor section 60(2) of the *Canada Labour Code* is authority for the Arbitrator to decline, or to reduce, an award of compensation. Further, these provisions do not authorize an award of damages against the Union. The authority to substitute another penalty refers to a disciplinary penalty assessed against an employee, and does not refer to a penalty assessed against a party to a collective agreement. Therefore, these provisions do not give authority to the Arbitrator, in the circumstances of this case, to order the Union to pay a portion of any compensation otherwise payable by the Employer, or to reduce the amount of compensation, on the grounds of delay in processing the matter to arbitration, or any other grounds.

The Employer submits that damages should be reduced because of delay in processing the grievance to arbitration. There is no evidence of fault on the part of the Grievor in this regard. The Grievor made periodic inquiries as to the status of her grievance. Also, having regard to all the circumstances, including the relevant time periods, I do not find there is sufficient evidence of fault by the Union in the processing of the grievance that would justify a reduction in the amount of damages otherwise payable to the Grievor.

General principles of damages have been applied by arbitrators. These principles are discussed in Brown & Beatty, *Canadian Labour Arbitration*, 4<sup>th</sup> Edition, at paragraph 2:1410 as follows:

Unless the agreement provides otherwise, in assessing damages arbitrators have followed and utilized the same common law principles that are applied in breach of contract cases. Thus, the basic purpose of an award of damages is to put the aggrieved party in the same position he or she would have been in had there been no breach of the collective agreement. This general principle is subject to three basic qualifying factors. In the first place, the loss claimed must not be too remote, that is, it must be “reasonably foreseeable”. Secondly, the aggrieved party must act reasonably to mitigate his loss. Finally, the loss or damages must be certain and not speculative.

The general principles of damages apply to the issue of compensation for breach of the duty to accommodate. In this case, the Arbitrator found there was a breach of the duty to accommodate. The purpose of an award of compensation in this case is to place the Grievor in the position in which she would have been, had the Employer complied with its duty to accommodate the Grievor and not terminated her employment. The Union’s position is that, applying general principles, the Grievor ought to have been reinstated effective January 1, 2007. The Union submits that the Employer ought to have implemented the IME report of Dr. Howell, dated December 6, 2006, on or before January 1, 2007. The Union further submits that compensation is payable on the basis that the Grievor would have returned to work under an arrangement of accommodation, and would have continued to work from January 1, 2007 to March 1, 2010. The Union claims compensation for 38 months loss of income, and consequential loss, such as reduction of severance pay and other amounts. The Employer submits that, applying general principles, the Grievor is not entitled to compensation, because she did not mitigate her loss, and the loss is speculative. The Employer submits that the loss is speculative because the Grievor would not likely have returned to work, given her failure to return to work on previous occasions, when reasonable accommodation was offered. The Arbitrator will consider whether the Grievor mitigated her loss, and whether the loss is certain and not speculative.

It is a principle of damages accepted by arbitrators that there is a duty to reasonably mitigate the loss. When there is a claim for loss of income, the duty to mitigate refers to the obligation to seek employment and earn income to replace the lost income. The Grievor testified that she did not search for alternate employment because she did not believe another employer would hire someone with her medical condition. The Arbitration Award found that the Grievor had a disability and that

the Employer had a duty to accommodate the Grievor. Alternate employment for the Grievor would be subject to the willingness of an employer to provide accommodation, including easeback and work station modifications, as described in the IME report. Based on the evidence, it is not reasonable to impose a duty on the Grievor to search for alternate employment under these circumstances. Therefore, there was no breach of the duty to mitigate the loss.

Was the Grievor's loss certain and not speculative? In what position would the Grievor likely have been, had the Employer offered to accommodate her pursuant to the IME report at an earlier date? What is the effect of the Grievor's prior failure to accept accommodation on this issue? I have considered prior arbitration cases relevant to these issues. In the *University of Victoria* case, the arbitrator reinstated the grievor to a position of leave without pay, and ordered the employer to accommodate the grievor, but did not award compensation. In that case, the grievor was absent from work on sick leave, and then leave without pay, related to stress and anxiety. A medical report stated that the grievor was fit to return to work as long as she did not have to work with her previous supervisor. The grievor insisted on an accommodation that she return to her former position under a different supervisor. The employer offered to find other positions, but maintained that the grievor's proposed accommodation could not be implemented without undue hardship on the employer. The arbitrator found that the grievor had refused to cooperate with a reasonable plan of accommodation, and had failed to meet her obligation to engage in the accommodation process (*Central Okanagan School District No. 23 v. Renaud* (1992) 95 D.L.R. (4<sup>th</sup>) 577 (S.C.C.)). The employer had not failed in its duty to accommodate the grievor, however the termination of the grievor's employment on the basis of being absent without leave, was a violation of the collective agreement. The arbitrator said there was no entitlement to compensation because "but for the grievor's intransigence a reasonable accommodation would likely have been successful". The *University of Victoria* case demonstrates that where an employee does not cooperate with an employer's reasonable accommodation efforts, then compensation may be denied. Within the context of general principles of damages, any loss to the grievor in *University of Victoria* was speculative, because the grievor had stated an intention not to return to work under the plan of accommodation proposed by the employer. The *University of Victoria* case demonstrates the relevance of an employee's past cooperation with reasonable accommodation offers.

There are important factual distinctions between the present case and the *University of Victoria* case. In the *University of Victoria* case, the employer accepted that the grievor had a disability, and the employer was at all times willing to offer reasonable accommodation of the disability. In contrast,

in this case, the Employer did not accept that the Grievor had a disability that required accommodation, and did not offer accommodation at the time of termination of employment or subsequent to termination.

When considering the general principle of damages that the loss should be certain and not speculative, the Arbitrator will consider all relevant circumstances, including the events before and after the termination of the Grievor's employment. As stated in the Arbitration Award dated January 18, 2010, the Grievor did not cooperate with the Employer's reasonable offer of accommodation in March, 2003. The Union submits that events prior to termination of employment in 2006 are not relevant to the issue of compensation. I find that prior events are relevant to the issue of whether the Grievor would likely have returned to work in January, 2007, after the IME report was completed, and continued to work to March 1, 2010, the period for which compensation is claimed. At the hearing on the merits of the case, it was the Union's submission that the Grievor did not unreasonably fail to cooperate with the Employer's accommodation efforts in March, 2003. The Union submitted at that time that the position offered to the Grievor in March, 2003 had duties that were more strenuous than the Grievor felt she could perform, and it was not a reasonable offer of accommodation. However, the Arbitrator did not accept that submission, and found that the Grievor did not comply with her duty to cooperate. In March, 2003 the Grievor did not give the Employer any reason why she did not accept the offer of accommodation. Also, she decided not to return to the position before she knew what changes would be made to the work station on the recommendation of the occupational therapist. Prior to the March, 2003 offer of accommodation, the Grievor had requested an alternate position that would be less strenuous than her Operator position. Also, she had not completed the 2002 easeback to work program in the Operator position, and had commenced leave of absence without pay in September, 2002.

Events subsequent to termination of the Grievor's employment are also relevant to the issue of compensation. The Grievor successfully completed the 6 week work hardening program in March and April, 2010. The Grievor was willing to return to her former role as Operator at that time, pursuant to the IME report, however, her position had been relocated to New Brunswick. She accepted the severance package that was offered to all Operators whose positions were relocated. The fact that the Grievor completed the work hardening program supports a finding that she would have returned to work earlier than March 1, 2010. Also, the Grievor testified at the arbitration hearing in 2009, that she was willing to return to work under the conditions in the IME report.

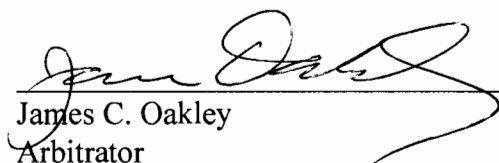
Having regard to all the relevant circumstances, it is speculative and not certain that the Grievor would have returned to her former position in January, 2007 and continued to work to March 1, 2010. However, it is certain that the Grievor would have returned to work for a portion of that period. I find that the Grievor would have returned to work and worked full time hours for a total of 12 months in the period between January 1, 2007 and March 1, 2010.

In summary, the Arbitrator does not have authority, in the circumstances of this case, to reduce the amount of damages, or to award damages against the Union, on the basis of Article 16.07 of the Collective Agreement or section 60(2) of the *Canada Labour Code*. There is not sufficient evidence of fault by the Union in the processing of the grievance to justify reducing the amount of damages otherwise payable. General principles of damages apply. The award of damages will place the Grievor in the position in which she would have been, if there had been no violation by the Employer of its duty to accommodate. The Grievor did not breach the duty to mitigate the loss. The circumstances of the case from 2002 to 2010 are relevant to the issue of whether any loss is certain and not speculative. It is not certain that the Grievor would have returned to work on January 1, 2007 and continued to work to March 1, 2010, the period for which compensation is claimed. It is certain that the Grievor would have returned to work for a portion of that period, equivalent to 12 months full time employment. Compensation for loss of income and consequential loss, will be awarded for 12 months, with loss of income to be allocated to the period March 1, 2009 to February 28, 2010, or such other period as agreed by the parties.

### **Decision**

The claim for compensation is allowed in part. The Grievor shall be paid compensation for loss of income, and consequential loss, based on loss of 12 months full time income in the period between January 1, 2007 and March 1, 2010. The loss of income shall be allocated to the period March 1, 2009 to February 28, 2010, or such other period as agreed by the parties. The Arbitrator retains jurisdiction to address any issue of compensation arising from this Award.

**DATED** this 13th day of September, 2010.

  
James C. Oakley  
Arbitrator