

IN THE MATTER OF ARBITRATION BETWEEN:

NATIONAL COUNCIL OF HUD	)	
LOCALS 222, AFGE, AFL-CIO,	)	
	)	
Union,	)	Issue: FLSA Overtime
	)	FLSA Exemptions
v.	)	
	)	
U.S. DEPARTMENT OF HOUSING	)	
AND URBAN DEVELOPMENT,	)	
	)	
Agency.	)	
_____	)	

**Union's Motion to Enforce Compliance  
with GS-10 and Below Settlement Agreement**

The Agency has failed to comply with the Settlement Agreement regarding GS-10s and below. It has had over 5 months to reclassify 203 employees, but has failed to do so. Worse, it continues to post positions on the Internet at the GS-10 and below level as FLSA Exempt. The employees who are still Exempt are still being shorted on any overtime they work, and deserve an immediate remedy.

**Background, Facts and Argument**

The Parties entered into a Settlement Agreement on 9/28/05. The Parties agreed that Arbitrator Rogers would retain jurisdiction over compliance with the Agreement. On October 24, 2005, the Agency emailed the Union and Arbitrator that:

The Department has concluded its review of positions at the GS-10 level and below with respect to FLSA status pursuant to the subject settlement. agreement dated September 28, 2005.

As a result of that review, and in accordance with the settlement agreement, all positions at the GS-10 level and below with an exempt FLSA status will be

changed to a non-exempt status effective the first full pay period after October 21, 2005.

This email was later appended to the Settlement Agreement and made part thereof in an arbitration meeting. At the time the Agency and Union entered into the Settlement Agreement, there were around 203 employees listed at the GS-10 and below level on the September 2005 Employee List. That did not include many employees who the Agency had agreed to reclassify (ie those on the employee lists at the GS-10 and below level between June 2000 and September 2005).

On 2/26/06 and again on 3/23/06, the Union asked for an updated Employee List, to evaluate the Agency's compliance with the Settlement Agreement.

On April 6, 2006, the Union was finally provided with an Employee List, although this one differed in significant aspects from those previously provided. Nevertheless, the document shows significant failures on the part of the Agency to comply with the Settlement Agreement.

**At least 53 of the 203** GS-10 and below individuals listed on the 2005 employee list have not been reclassified to FLSA non-exempt status (see **Exhibit A**). A large number of the 203 employees have likely been promoted to GS-11 or above positions and do not appear on the 3/18/06 Employee List. In short, the Agency has failed to comply with the Settlement Agreement and **at least 26%** of the covered employees are still Exempt. That means they are, and have been, paid overtime at the "capped" level under Title V and other damages have continued to accrue.

The Union believes that the Agency has had over 5 months to reclassify a mere 203 employees. It has failed to do so, and its failure is a material breach of the Settlement Agreement.

Further, the Agency has continued to post numerous jobs at the GS-10 and below level on the Internet as FLSA Exempt (**see attached**). The Agency stated at the April 6, 2006 meeting, without any factual basis whatsoever, that although this is true, those positions are actually being filled as non-exempt.

Apologetics aside (including any alleged difficulty the Agency may have in posting jobs to usajobs.opm.gov and changing the postings), the fact remains that the Agency has not reclassified dozens of employees yet, and continues to post such positions as Exempt.

The Union seeks a declaratory judgment finding noncompliance, an Order that the Agency immediately comply with the Settlement Agreement by a date certain, that the Agency cease and desist from failing to comply with the Settlement Agreement, that the Agency pay certain damages to the affected employees, and that reasonable fees, costs and expenses be awarded for this action.

Respectfully Submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
Michael J. Snider, Esq.  
Snider & Associates, LLC

104 Church Lane, Suite 201  
Baltimore, MD 21208  
Attorney for the Union

\_\_\_\_\_/s/\_\_\_\_\_  
Carolyn Federoff  
President, AFGE Council 222

**Certificate of Service**

I certify that a copy of the foregoing was served upon the Agency via email.

Date: April 9, 2006

\_\_\_\_\_/s/\_\_\_\_\_  
Michael J. Snider, Esq.

**BEFORE  
SEAN J. ROGERS  
ARBITRATOR:**

In the Matter of Arbitration Between:

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES,  
COUNCIL 222, AFL-CIO,**

*Union,*

**and**

**U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT,**

*Agency.*

Issue: Compliance with Settlement  
Agreement

**AGENCY'S RESPONSE TO THE UNION'S MOTION TO  
ENFORCE COMPLIANCE WITH GS-10 AND BELOW  
SETTLEMENT AGREEMENT**

The United States Department of Housing and Urban Development ("HUD", "Department" or "Agency"), through its counsel, Epstein Becker & Green, P.C., respectfully submits this response to the Union's Motion to Enforce Compliance with the GS-10 and Below Settlement Agreement. The Union's motion should be denied because it is unnecessary.

**Background**

The Union filed a grievance on December 24, 2003 seeking reclassification of all improperly classified bargaining unit employees, backpay for uncompensated overtime, and other damages. On September 28, 2005, HUD and the Union entered into a Partial Settlement Agreement under which HUD agreed to reclassify all positions at GS-10 and below as nonexempt effective the first full pay period after October 21, 2005. The Partial Settlement Agreement expressly covers "bargaining unit employees," defined as "any employee in the Agency's Payroll Reports covering the period of June 18, 2000 through October 1, 2005."

The Union now alleges that HUD has not complied with the Partial Settlement Agreement. In support of its allegation, the Union cites two items: (1) employee listings from

the National Finance Center (“NFC”) listing a small number of employees at GS-10 and below as exempt, and (2) “USAJobs” internet vacancy announcements listing positions at GS-10 and below as exempt.

**Significantly, the Union does not allege that any specific employee has been denied overtime pay that is due him or her.** The Union asserts speculatively that: “The employees who are still Exempt are still being shorted on any overtime they work.” However, the Union does not assert that any specific employee actually has worked overtime for which he or she was not paid properly. **The Union provides no affidavit, declaration, testimony or other documentary evidence that any specific employee is being “shorted.”**

In fact, HUD has taken all necessary steps to reclassify workers and ensure that any employee covered by the Partial Settlement Agreement is paid overtime compensation if that employee is directed to work overtime. As the attached Declaration of Norman Mesewicz indicates, HUD’s review of its internal personnel database performed on May 17, 2006 shows all positions at GS-10 and below classified as FLSA nonexempt.

HUD acknowledges that an NFC report dated May 15, 2006, shows approximately 40 positions at the GS-10 level and below to be FLSA exempt. An earlier version of this report is cited by the Union, and HUD agrees that there continue to be problems with that report. However, as explained in Mr. Mesewicz’s declaration, NFC is not part of HUD. Rather, NFC is part of the U.S. Department of Agriculture and is a contractor to HUD. Thus, HUD’s control over NFC and NFC records is limited. More importantly, although NFC handles HUD’s payroll system, it does not determine entitlement to overtime pay. Thus, an FLSA exempt classification of a position in the NFC system will not block the payment of overtime pay to the incumbent of that position. Instead, NFC pays the employees what HUD tells NFC to pay. And, to the best of HUD’s knowledge, HUD’s instructions to NFC have consistently complied with the Partial Settlement Agreement. The Union does not allege otherwise.

## Discussion

The Union's motion should be denied because it is unnecessary. HUD already is in compliance with the Partial Settlement Agreement, whose operative requirement was that HUD reclassify certain employees and positions to FLSA nonexempt effective the first full pay period after October 21, 2005 so that they will be eligible for overtime pay as nonexempt employees. As the attached declarations show, HUD has done this. In a good faith effort to address the Union's concerns in its motion, HUD has taken additional steps to remind HUD managers of the requirements of the Partial Settlement Agreement. For example, at the request of counsel, Deputy Assistant Secretary Edwards sent a reminder to managers just this morning. *See* Exhibit 1. And, as Mr. Mesewicz explains in his declaration, he has consulted the pertinent HUD Personnel Management Specialists, and has been advised that the FLSA status of all positions at the GS-10 level and below will be nonexempt in the NFC report for the pay period ending May 13, 2006. In all respects, HUD is working diligently to resolve the erroneous entries.

All the Union alleges are certain bureaucratic paperwork and computer glitches, which HUD does not deny. However, these paperwork glitches have no impact on the pay status of covered employees. Thus, they are not a proper basis for a motion to enforce the Partial Settlement Agreement, especially when no evidence is proffered that either the Union or a bargaining unit member has been harmed by these glitches.

The Union also complains that certain job announcements have been posted on the internet listing jobs at GS-10 or below as exempt. However, the Partial Settlement Agreement does not cover internet advertising and/or employees who have not yet been hired. The Partial Settlement Agreement expressly covers "bargaining unit employees," specifically, "any employee in the Agency's Payroll Reports covering the period of June 18, 2000 through October 1, 2005." Obviously, an employee who has not been hired yet would not have been in the

Agency's Payroll Reports covering the period of June 18, 2000 through October 1, 2005, and also is not a member of the bargaining unit.

In any case, the fact that a position is listed as exempt in a job announcement does not affect the pay of the individual that is hired to fill that position. Since the job is classified as nonexempt in HUD's internal systems, the employee will be treated as nonexempt. As an added precaution, however, Ms. Edwards explains in her attached declaration that she has instructed the Director of the Office of Human Resources to ensure that vacancy announcements issued by Headquarters Human Resources staff for all positions at the GS-10 level and below in place on October 21, 2005 identify those jobs as FLSA non-exempt. She also has asked the Deputy Assistant Secretary for Operations to ensure the same for vacancy announcements issued by Field Human Resources staff over which she has authority. As already noted, she reminded them again this morning. *See* Exhibit 1.

### **Conclusion**

As the foregoing demonstrates, HUD has complied with the Partial Settlement Agreement and is taking extra steps to confirm that compliance. To the best of HUD's knowledge, any GS-10 or below employee who should be receiving overtime pay is receiving it. HUD is not aware that either the Union or a specific employee has complained of an instance where such pay was denied improperly.<sup>1</sup> For all of these reasons, the Union's motion is unnecessary and should be denied.

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<sup>1</sup> Indeed, HUD finds it disturbing that the Union is incurring attorneys fees to file this type of motion and wasting the arbitrator's time to resolve it. In the event that the Union is aware of a specific employee as to whom the Partial Settlement Agreement has not been implemented, the Union is encouraged to communicate with the undersigned in order to resolve any lingering problems.



Dated: May 19, 2006

Respectfully submitted,

EPSTEIN BECKER & GREEN P.C.

\_\_\_\_\_  
/s/

Daniel B. Abrahams  
Peter M. Panken  
Frank C. Morris, Jr.  
1227 25th Street, N.W., Suite 600  
Washington, D.C. 20037  
(202) 861-1854  
Facsimile (202) 861-3554  
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Counsel to the Agency

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of this Agency's response to the Union's Motion to Enforce Compliance with GS-10 and Below Settlement Agreement was sent to counsel for the Union on May 19, 2006 by email to mike@sniderlaw.com and carolyn\_federoff@hud.gov.

\_\_\_\_\_  
/s/

Daniel B. Abrahams

DC:629831v1

Barbara J. Edwards  
05/19/2006 10:00 AM

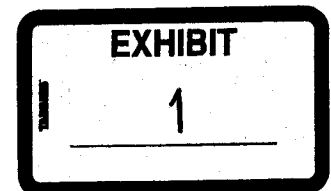
To: dolores\_cole@hud.gov, sherman\_R\_Lancefield  
cc: emmett\_I\_Aldrich@hud.gov  
Subject: GS-10 and below vacancy announcements

As you know, the Department has taken the position that the FLSA status of all positions at the GS-10 level and below that were in place on October 21, 2005 is non-exempt.

The union has alleged that certain vacancy announcements for positions at the GS-10 level and below are appearing on USA Jobs as FLSA exempt while they should be non-exempt.

Please ensure that vacancy announcements issued by your staffs for positions at the GS-10 level and below in place on October 21, 2005 are classified as FLSA on-exempt.

Thanks.



IN THE MATTER OF ARBITRATION BETWEEN:

NATIONAL COUNCIL OF HUD  
LOCALS 222, AFGE, AFL-CIO,

Union,

v.

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT,

Agency

Declaration of Barbara J. Edwards

I, Barbara J. Edwards, do hereby state as follows:

1. I am the Deputy Assistant Secretary for Human Resource Management at the U.S. Department of Housing and Urban Development ("HUD" or "Department"). In that capacity, my responsibilities include the Office of Human Resources. I am considered to be the primary leader in Human Capital matters for the Department.
2. Prior to my current position, I served as Deputy Assistant Secretary for Resource Management, where I was responsible for administering a \$142 million budget. My responsibilities included delivery of support for national initiatives, providing policies and guidelines, and strategic planning for the Office of Administration's services, including but not limited to human resources, to include staffing and classification and human resources related services.
3. I have also held positions in HUD as Deputy Assistant Secretary for Technical Services, Director and Deputy Director of Human Resources, and Director of Labor and Employee Relations.
4. My official duties include responsibility for the Departments recruitment efforts. One way in which recruitment is accomplished is through the issuance of vacancy

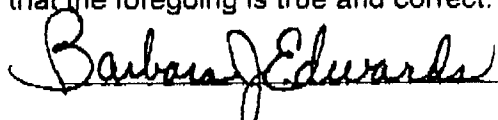
announcements. Each vacancy announcement issued by the Department indicates the FLSA status of the position in question.

5. The union has claimed that certain vacancy announcements for positions at the GS-10 level and below indicate that the position(s) are FLSA exempt while they should be FLSA non-exempt.

6. As in all systems, the Department's personnel information database, and vacancy announcement issuance process are subject to human error during the course of data entry. The fact that a vacancy announcement states a position is FLSA exempt does not necessarily mean that the position will not be treated as non-exempt when it is encumbered.

7. In order to ensure correctness, I have instructed the Director of the Office of Human Resources to ensure that vacancy announcements issued by Headquarters Human Resources staff for all positions at the GS-10 level and below in place on October 21, 2005 identify those jobs as FLSA non-exempt. I have also asked the Deputy Assistant Secretary for Operations to ensure the same for vacancy announcements issued by Field Human Resources staff over which she has authority. I am confident that the actions I requested have been taken.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 19, 2006.

  
Barbara J. Edwards

**BEFORE  
SEAN J. ROGERS  
ARBITRATOR:**

In the Matter of Arbitration Between:

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES,  
COUNCIL 222, AFL-CIO,**

*Union,*

**And**

**U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT,**

*Agency.*

Issue: Compliance with Settlement  
Agreement

**DECLARATION OF NORMAN MESEWICZ**

I, Norman Mesewicz, do hereby state as follows:

1. I am the Deputy Director, Labor and Employee Relations Division, for the United States Department of Housing and Urban Development (HUD). In that capacity, I have been the primary point of contact between the Union and the Agency with respect to this arbitration.

2. On September 28, 2005, I executed, on behalf of HUD, the Partial Settlement Agreement that the Union is moving to enforce. As a result of that agreement, HUD agreed to reclassify all positions at the GS-10 and below level to be FLSA nonexempt.

3. HUD has taken all necessary steps to ensure that any covered employee is paid overtime compensation if that employee is directed to work overtime. A review of HUD's internal personnel database performed on May 17, 2006, shows all positions at GS-10 and below as FLSA nonexempt.

4. A National Finance Center (NFC) report dated May 15, 2006, shows approximately 40 positions at the GS-10 level and below to be FLSA exempt. NFC is not part of HUD. Rather, NFC is part of the U.S. Department of Agriculture and is a contractor to HUD. NFC handles HUD's payroll system, but does not determine entitlement to overtime pay. Thus,

an FLSA exempt classification of a position in the NFC system will not block the payment of overtime pay to the incumbent of that position.

5. I consulted the pertinent HUD Personnel Management Specialists, and was advised that the FLSA status of all positions at the GS-10 level and below will be nonexempt in the NFC report for the pay period ending May 13, 2006.

I declare under penalty of perjury that the foregoing is true and correct. Executed on  
May 19, 2006.



Norman Mesewicz

IN THE MATTER OF ARBITRATION BETWEEN:

----- X

NATIONAL COUNCIL OF HUD :  
LOCALS 222, AFG, AFL-CIO :

Union :

vs

: ISSUES:  
: FLSA EXEMPTIONS

:  
U.S. DEPARTMENT OF HOUSING :  
AND URBAN DEVELOPMENT :

Agency :

:  
----- X

June 26, 2006

RULES ON MOTION EIGHT

*ELITE REPORTING COMPANY*  
*67 Saint Andrews Road*  
*Severna Park, Maryland 21146*  
*410-987-7066 800-734-3337*

1           ARBITRATOR ROGERS: Let me -- Let me give  
2 you a few thoughts right now. One of the  
3 questions that I dealt with when I looked at this  
4 motion was whether or not the motion was within  
5 the scope of this arbitration. And, the parties  
6 agreed on -- in pre-arbitration conference calls,  
7 and also the first day of -- first several days,  
8 on and off, of our meetings together that there  
9 would -- this would be a med/arb effort. It has  
10 evolved more to the arbitration side through 2006  
11 then to the mediation side. But that was always  
12 their understanding.

13           And the settlement came covering the GS-  
14 10s and below during the mediation process. And  
15 for that reason, because the parties agreed from  
16 the very beginning that this process would be a  
17 med/arb process. And, because the settlement  
18 arose as the result of some successful mediation  
19 and -- well, I guess that is as result of the  
20 parties reasonableness. I think that compliance  
21 with that settlement is well within my scope of



1 being able to decide it.

2           It is true that there is no evidence in  
3 front of me that employees GS-10 and below  
4 employees -- let me say this. Every employee I am  
5 talking about now is GS-10 and below, so that I  
6 don't have to keep repeating that. It is true  
7 that there is no evidence that these employees  
8 have not been paid overtime correctly. Today we  
9 have heard about this employee Hancock and that  
10 raises another issue I am going to get to in a  
11 minute.

12           So, therefore, the issue that I see in  
13 front of me is whether or not certain personnel  
14 records have been corrected. And, both the Union  
15 and the employer are certainly entitled to the  
16 benefits and the burdens arising out of that  
17 settlement agreement, which includes an obligation  
18 to correct all the records. It is a lot of  
19 people. It is 900 people. And there are a lot of  
20 records that need to be corrected. But, by  
21 correcting records promptly you reduce the payroll

1 errors, positions are properly coded and the  
2 identification of employees within those positions  
3 are properly coded. It serves to -- correcting  
4 all the records serves to implement the parties'  
5 agreement, both in letter and spirit -- the  
6 settlement agreement. Correcting all the records  
7 in compliance builds trust between the parties,  
8 and it also honors the entire labor relations  
9 process.

10 So, it is important -- I concluded that  
11 it is important that the records be corrected to  
12 show that these employees are non-exempt.

13 The job announcements kind of represent  
14 another problem for me. The job announcements  
15 from the employer says -- are really not the  
16 Union's concern. That the settlement didn't go to  
17 the advertisement of the positions or the  
18 applicants.

19 On the other hand the Union has said that  
20 it is more of the same records issue. That the  
21 correct advertisements are in the interest of the

1 Union and also in the interest of the applicants  
2 who eventually become employees. The  
3 advertisements of the position, it seems to me,  
4 involved a personnel practice or a matter of  
5 effective working condition, because they define  
6 the position from the employers standpoint from  
7 the very day that the position is created. And,  
8 so I think there is an interest there that the  
9 Union has a right to protect.

10 The most troubling thing for me is its  
11 been, as the Union says nine months, and we still  
12 have people who are not coded correctly. The  
13 employer says that they have done all they can,  
14 that it is NFC that has the errors. That the --  
15 that internally the employer has done everything.

16 NFC is nothing more than a vendor of HUD.  
17 HUD hires NFC just as some agencies hire other  
18 agencies to do their payroll. And, I believe  
19 there is a simple agency relationship -- agency  
20 with a small "a" -- between NFC and HUD. And, so  
21 HUD is responsible for the conduct of NFC. And I

1 know from my experience as an arbitrator, but also  
2 my experience in the Federal sector that dealing  
3 with NFC can be daunting, but it is still the  
4 Agency's obligation to have NFC correct records.  
5 The Agency is responsible for NFC's conduct and it  
6 is irresponsible to say that is NFC, it is not  
7 HUD. That is not getting very far with me.

8           On the other hand, the Agency has not had  
9 much opportunity to show its' compliance, at least  
10 here, in this miniature hearing. And I am  
11 interested in whatever this guidance was that went  
12 out. And, as I understand we are now at a point  
13 where 32 positions are not properly coded and the  
14 Union has raised another problem. That is the  
15 offering -- the employees under the Fair Labor  
16 Standards Act -- these employees are under the  
17 Fair Labor Standards Act have the right to make a  
18 choice between overtime pay or in comp time. And  
19 if they are not properly coded and their  
20 supervisors aren't aware of their rights, then the  
21 Agency is not complying with the settlement

1 agreement.

2           The evidence of all that -- the evidence  
3 of the failure to comply resulting in employees  
4 losing a choice right under the FSLA and the  
5 employers position that no one has not been paid  
6 incorrectly. I think that is a triple negative.  
7 The Agency's position that everyone has been paid  
8 correctly since the settlement agreement -- I  
9 don't really have much evidence in front of me on  
10 any of that. But I think I have enough evidence  
11 to rule on this motion. And -- at least as to  
12 those 32 employees I find that the Agency is not  
13 in compliance with the settlement agreement.

14           MR. PANKEN: Do you have a list of the 32  
15 employees? Has the Union ever come up with it?

16           MR. SNIDER: Mr Panken --

17           ARBITRATOR ROGERS: Wait a minute. It is  
18 not my responsibility. It is not the Union's  
19 responsibility to track the Agency's employees.  
20 That is something that the Agency is responsible  
21 for. And we just had a -- there is a list that

1 you just exchanged, which I understands includes  
2 32 employees that are not coded correctly.

3 MR. PANKEN: Not this list.

4 MR. MESEWICZ: No, it is the -- that's  
5 off the NFC.

6 MR. PANKEN: Off the NFC report. Okay.

7 ARBITRATOR ROGERS: As I said, you are  
8 responsible for the NFC report.

9 MR. PANKEN: Okay.

10 ARBITRATOR ROGERS: I am not buying into  
11 the concept that it is the NFC, and therefore HUD  
12 is not responsible. That is somebody you have  
13 hired to do the work. Your are responsible to see  
14 that they do the work correctly. They are not  
15 doing the work correctly if the employees are not  
16 coded, then you are responsible. And it has been  
17 -- the evidence shows it has been nine months.  
18 That is too long. That is too long.

19 And I would expect that it might take  
20 awhile. This is a difficult change, but arguably  
21 a ~~see~~ change for the Agency, and it is difficult.

SEA-

ELITE REPORTING COMPANY  
67 Saint Andrews Road  
Severna Park, Maryland 21146  
410-987-7066 800-734-3337

1 But, nine months is too long.

2 So, I am going to grant the Union's  
3 motion. I am going to order the Agency to be in  
4 full compliance with the settlement agreement to  
5 include all coding within the Agency, all coding  
6 at NFC and all coding of job announcements. And  
7 that is to occur within 30 calendar days from  
8 today, June 26, 2006. And the Agency has to  
9 produce evidence of compliance to me and to the  
10 Union.

11 If the Agency finds anyone has not been  
12 paid properly in that period of time they need to  
13 pay that. If the Union -- they need to make that  
14 pay properly. If the Union knows of anyone who  
15 has not been paid properly then they need to  
16 notify the Agency immediately or a reasonable  
17 period of time -- as soon as they can -- as soon  
18 as practical. As soon as practical. I just gave  
19 you three standards. It is one standard. As soon  
20 as practical.

21 And I am going to defer the question of

1 damages on this motion because I have no evidence  
2 of damages of any kind. I am also going to defer  
3 the question of attorneys' fees on this motion,  
4 which I wouldn't -- even if I were to say anything  
5 about attorneys' fees it would tell you to brief  
6 the matter, because I don't have any evidence on  
7 that as well. I am defer<sup>ing</sup> all that for 30 days --  
8 for that 30 day period that I want the Agency to  
9 get in compliance.

10 And then after that -- once the Agency is  
11 in compliance in terms of records then we will  
12 discuss damages and attorneys' fees.

13 That is my ruling. Are there any  
14 questions about the rules?

15 MR. MESEWICZ: I have a question. Could  
16 the timing of when we need to be in compliance put  
17 in terms of pay periods because that's the way the  
18 system works. You put in the change and then it's  
19 maybe one or two pay periods -- if it's put in  
20 correctly that there is at least one pay period  
21 lag time before the change shows up on the NFC



1 report.

2 ARBITRATOR ROGERS: Mr. Snider, any  
3 thoughts on that? Any reaction?

4 MR. SNIDER: No, that is reasonable, the  
5 end of the next pay period following thirty days.

6 ARBITRATOR ROGERS: What pay period are  
7 we at now? When does the pay period end? Does it  
8 end this Friday or did it just end?

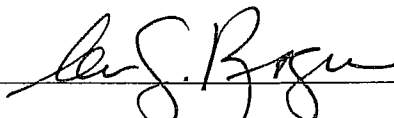
9 MR. MESEWICZ: I don't know.

10 ARBITRATOR ROGERS: <sup>ALL RIGHT</sup>~~Alright~~, then we will  
11 do it this way. If the pay period ended this past  
12 Friday, the 23rd, then I am going to give you  
13 three pay periods to comply. That should be that.  
14 That will give you the current pay period and then  
15 two more. If the pay period ends this Friday, the  
16 30th, then I will give you two pay periods to  
17 comply. So, either way it is going to be a  
18 sufficient time. If you need more time get back  
19 to me, but we have been at this nine months and I  
20 am -- absent extraordinary circumstances or the  
21 Union's agreement I am not inclined to give any

1 extensions.

2 Any other questions?

3 MR. SNIDER: None from the Union.

  
Sean J. Rogers, Esquire  
Arbitrator