

IN THE MATTER OF AN ARBITRATION

(Under the *Labour Relations Act, 1995*)

BETWEEN:

WINDSOR REGIONAL HOSPITAL

(the “Hospital”)

and

ONTARIO NURSES ASSOCIATION

(the “ONA”)

AND IN THE MATTER OF an arbitration of the grievance #202312063 dated November 15, 2023 and #202312525 dated November 27, 2023 of SM, two of 19 Individual, Group and Union Grievances under ONA Consolidated Grievance #202406923 concerning medical evidence issues under the collective agreement between the parties.

BEFORE: George T. Surdykowski – Sole Arbitrator

APPEARANCES:

For the Hospital: Jodi Gallagher Healy, Counsel (Hicks Morley LLP);
Andrew Schjerning, Counsel (Hicks Morley LLP);
Francine Herlehy, Director, Labour Relations and Human Resources
Kelly Dorie, HR Business Partner, Labour Relations
Krista Miller, Employee Health Coordinator, Employee Health
Michael Broderick, Manager, Employee Health, Safety & Security

For the ONA: Philip Abbink, Counsel (Cavalluzzo LLP);
David McQuillan, Counsel (Cavalluzzo LLP)
Carol Leclair (Bargaining Unit President)
Caroline Cohen (Grievance Chair)
Anke Savchenko (Labour Relations Officer)

Zoom hearing held on April 30, 2026.

AWARD

THE GRIEVANCE

1. The grievances in this case are part of a series of grievances concerning the disclosure of confidential bargaining unit employee medical information. Although this Award ostensibly concerns 2 grievances, they make the same claims and seek the same relief. The grievances herein were filed on November 15 and November 27, 2023. The November 15 grievance reads as follows:

The Union is grieving that the Employer has violated the Collective Agreement, Articles 1, 3, 12, 18, and any other relevant provisions including but not limited to exercising its management rights in an unreasonable manner when requesting additional medical information for a short term leave due to illness.

The relief sought is that the Hospital cease and desist the alleged practice immediately; reimbursement of all costs incurred as a result of the Hospital's and the insurance carrier's actions with interest; destruction of all confidential medical documentation; a posted declaration of the violations of the collective agreement; and the ever popular any other appropriate remedy.

2. The November 27 grievance makes the same claim and seeks the same relief.

3. There is no dispute that the November 15 grievance was resolved on a without prejudice basis. The focus of this Award is therefore on the November 27 grievance.

IDENTITY ANONYMIZATION

4. Because this grievance concerns the grievor's confidential personal health information I accepted the parties' agreement to anonymize the identities of the grievor and medical health professionals involved in order to protect the grievor's privacy rights to the greatest extent possible.

THE FACTS

5. The parties filed an Agreed Statement of Facts with the documents referenced it attached as "Tabs". The Agreed Statement of Facts is a matter of record. I considered including an anonymized version of the Agreed Statement of Facts as an Appendix to this Award. However, because the Decision portion of this Award includes a recital of the relevant agreed facts, I decided it is unnecessary to do so.

6. Notwithstanding the wording of the November 27, 2023 grievance, the Agreed Statement of Facts describes the parties' agreement that the issues to be determined as follows:

- (a) ONA's allegation that the Hospital requested excessive personal health information for a short leave of absence due to illness. In particular, the Hospital sought additional medical information in support of the Grievor's medical leave of absence after the Grievor had already provided a medical note from their specialist Dr. R in support of the absence. Further, the Chronic [Medical] Condition form asks for a diagnosis and prognosis, which is excessive personal health information in the circumstances and unduly invasive into the Grievor's privacy. The Hospital states that challenging the Chronic Condition form is an improper expansion of the Grievances and would require different evidence to address. The Hospital does not agree to argue a challenge to the content of the Chronic Condition form as part of these Grievances or based on this Agreed Statement of Facts.
- (b) ONA's allegation that the Hospital refused to accept personal health information provided by the Grievor as sufficient. In particular, the Hospital rejected the medical note from the Grievor's specialist, Dr. R, which the Grievor provided to the Hospital on November 14, 2023, in support of the Grievor's medical leave of absence, and demanded that Dr. R complete an APS instead.
- (c) ONA's allegation that the Hospital communicated directly with the Grievor's medical practitioners. In particular, ONA alleges that the Health Office faxed the APS form directly to the Grievor's specialist Dr. R, without keeping the Grievor in the communication loop.
- (d) Whether, if a condition is being treated by a specialist, the Hospital can demand information from the specialist rather than a primary care provider.

7. ONA seeks only declaratory relief if the grievance succeeds, without prejudice to its right to seek further relief after digesting the Award.

8. In addition to disputing ONA's claim concerning the Chronic Medical Condition form as an improper expansion of the remaining grievance before me, the Hospital disputes ONA's characterization of the alleged misconduct and denies ONA's allegations. The Hospital's position is that it did not breach the collective agreement.

SUBMISSIONS (Summarized)

9. I consider it most efficient to set out the parties' submissions in summary form.

10. The parties have filed Books of Authorities for use in all the grievances in the series of medical information grievances referred to arbitration. There is a substantial overlap in the

casebooks. This demonstrates the parties' substantial agreement on the generally applicable principles developed in the arbitral jurisprudence, which is appropriate because the principles are well established. The focus of the parties' disagreement is on the application of the principles in this particular case. Counsel referred to the decisions they considered particularly applicable to this case in support of their respective submissions.

11. Although all of the jurisprudence on the issue of medical information disclosure is in play, I will only reference it to the extent I consider it essential.

ONA

12. ONA submits that according to the principles established by the arbitral jurisprudence the Hospital is only entitled to confidential medical information sufficient to justify an employee's absence from work and to satisfy entitlement to sick leave benefits, not to additional information that a particular form may require.

13. Mr. Abbink notes that the 1992 HOODIP brochure (which applies to the Grievor) specifies that all that is required to establish entitlement to sick leave benefits is: "Proof of Total Disability (such as a doctor's certificate), that is satisfactory to your employer, is required if you are absent for three days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for you to qualify for benefits." He submits that Dr. R's November 13, 2023 note suggests that the doctor considered the Grievor totally disabled, confirms that the grievor was in treatment with a psychiatrist, and that this, together with what the Grievor told the Hospital, was sufficient and all the Hospital was entitled to for absence confirmation and 1992 HOODIP sick leave benefits purposes. He submits the subsequent APS form faxed to Dr. R was an inappropriate and not required for the purpose.

14. Mr. Abbink argues that the further question raised by the blank APS faced directly to Dr. R without being seen much less signed by the Grievor concerns the informed consent requirement for private medical information disclosure. He suggests that the Hospital failed to keep the Grievor in the "communications loop" and failed to obtain the Grievor's specific employee consent which the jurisprudence has established is required.

15. In support of ONA's submissions, Mr. Abbink specifically referred to excerpts from my *Hamilton Health Sciences v. Ontario Nurses' Association*, 2007 CanLII 73923 (ON LA); *Complex Services Inc. v. Ontario Public Service Employees Union, Local 278*, 2012 CanLII 8645 (ON LA); *Canadian Bank Note Company, Limited v. International Union of Operating Engineers, Local 772*, 2012 CanLII 41234 (ON LA); *Ontario Energy Board v. Society of United Professionals*, 2020 CanLII 44569 (ON LA); *The Corporation of the City of Sault Ste. Marie v. Sault Ste. Marie Professional Firefighters Association (Local 529)*, 2014 CanLII 70259 (ON

LA); and *Revera Long Term Care Inc. v. Ontario Nurses' Association*, 2011 Can LII (ON LA); and from Arbitrator C. Johnston's decision in *Unilever Canada Inc. v. United Food and Commercial Workers Union, Locals 174 and 633*, 2022 CanLII 6822 (ON LA) in the parties' casebooks.

The Hospital

16. The Hospital submits this is a clear case of a medical note (i.e. Dr. R's November 13, 2023 note) insufficient for the purpose, particularly for an absence of the expected length, and that the Hospital's request for the APS challenged by ONA was necessary and appropriate in the circumstances. Ms. Gallagher Healy submits that the Hospital's request additional information by way of the APS challenged by ONA did not violate the "least intrusive for the purpose" balancing of interests test established by the jurisprudence.

17. Ms. Gallagher Healy argues that the Hospital was not required to try to piece together the inferences from the November 13 note and the Grievor's statements as suggested by ONA. She submits that the note did not meet the standard of a certificate required by the 1992 HOODIP. She points out that simply stating that the Grievor "is not feeling well" does not suggest why the Grievor was unfit to return to work for the 2 weeks specified by the note, and that the note does not suggest anything about a treatment plan, or even that the Grievor was under Dr. R's continuous care or treatment, which information is required by the 1992 HOODIP for the purpose of the 2-week absence specified by the November 13 note. Ms. Gallagher Healy notes that the November 21, 2023 APS increased the expected length of the Grievor's absence to 4 weeks. She suggests this confirms that the APS was reasonably necessary for 1992 HOODIP purposes.

18. Although Ms. Gallagher Healy wondered about the effect of the without prejudice resolution of the November 15 grievance on the November 27 grievance, she did not explore that further.

19. Ms. Gallagher Healy argues that the agreed facts are sufficient to establish the Grievor in fact verbally consented to the release of the medical information requested by the standard form APS familiar to ONA, notwithstanding that the Grievor did not sign the Section B consent. She notes that there is no evidence that the Grievor objected to the APS or to it being sent directly to Dr. R. She submits the only reasonable inference to be drawn from the agreed facts and that Dr. R completed and returned the APS to the Hospital is that the Grievor consented.

20. Ms. Gallagher Healy specifically referred to excerpts from my decisions in *Providence Care, Mental Health Services v. Ontario Public Service Employees Union, Local 431*, 2011 CanLII 6863 (ON LA – Surdykowski); and *Ontario Energy Board, supra*; and to Arbitrator

Steinberg's decision in *Hamilton Health Sciences v. Ontario Public Service Employees Union*, 2021 Can LII 13253 (ON LA) in aid of the Hospital's submissions.

ONA Reply

21. Mr. Abbink reiterated in reply that the phrase in parentheses "such as a doctor's certificate" is a non-exhaustive example of what is required to establish entitlement to 1992 HOODIP sick leave benefits, and that 1992 HOODIP does not mandate any particular format necessary for the purpose. He submits that it is not unreasonable to expect the Hospital to piece together necessary information from the sources available, including a Grievor's statements.

DECISION

The Principles of Required Private Medical Information Disclosure for Leave of Absence and Sick Leave Benefits Purposes

22. Although the focus of much of the caselaw is on "first instance" absence from work situations, it includes commentary on non-first instance situations. The principles are so well established that quoting great swatches of quotes from the caselaw would serve no useful purpose. The established principles can be summarized as follows:

- The plain and ordinary meaning of "first instance" in the context of absence from work situations is "at the beginning of an absence from work". How long "first instance" extends depends on the facts of the particular case.
- The confidentiality of personal medical information and the medical health professional-patient relationship is such a significant individual privacy right that it is paramount.
- The limitations on the bargaining unit employee right to keep personal medical information private are not absolute. Whether and the extent to which confidential private medical information must be disclosed depends on the circumstances, including the applicability of legislation that speaks to such privacy issues, the provisions of the collective agreement, and most importantly as a general matter, the legitimate purposes for which an intrusion into a bargaining unit employee's protected privacy.
- In every case, whether in the first instance or not, a conservative approach to the disclosure of private medical information is appropriate. Whether and extent to which an employee can be required to disclose confidential medical information is assessed by applying a "least extent necessary for the legitimate purpose" objective test which balances the employee's privacy interest with the employer's legitimate workplace management interests, with the employee's privacy paramount in the event of doubt.

- A bargaining unit employee is obliged to provide appropriate notice of and a legitimate excuse for an absence from work in accordance with the collective agreement or legitimate workplace rules. In order to receive collective agreement sick leave benefits an employee must establish entitlement by providing objectively satisfactory proof of entitlement.
- In every case, whether in the first instance or not, the employer must obtain the employee's informed consent to the disclosure of confidential medical information by the employee's treating medical health professional. A separate informed consent is required for every contact with or disclosure by an employee's treating medical health professional(s). An employer may not require an employee to consent to without further notice forward-looking or multiple contacts with their medical health professional(s) for the purpose of either clarification or obtaining additional private medical information.
- Informed consent means that an employee is entitled to identification of the medical health professional the employer is seeking to contact for the purpose of obtaining their confidential medical information; the specific medical information being sought; and why the employer is seeking access to that information. The employee must be kept fully in the communications loop with respect to all requests for the release of their private medical information to their employer.
- In every case, first instance or otherwise, the employer must have an objectively reasonable basis for seeking an employee's confidential medical information, or for clarification or additional such information. On the other hand, a bargaining unit employee who refuses to consent to an objectively reasonable request for their confidential medical information for absence from work justification or sick leave benefits purposes, whether or not in the first instance, may be subject to discipline for cause or denied sick leave benefits.
- In the absence of a collective agreement provision that requires more, or reasonable cause to doubt its *bona fides*, a document signed by an appropriate medical health professional which certifies that an employee is unable to work due to a generally described illness or injury (i.e. the nature of the illness or injury), is under the medical health professional's care (continuous if necessary) and is complying with an appropriate treatment plan, and estimates the expected duration of the absence, satisfies the employee's first instance medical information disclosure obligations. Such a "certificate" constitutes *prima facie* first instance proof sufficient to justify the absence and qualify the employee for available sick leave benefits.

- An employer has no first instance right to a bargaining unit employee's diagnosis, symptoms, details of a treatment plan or medications, or prognosis other than the expected date that the employee will be able to return to work with or without specified restrictions, or to a list of medical appointments. If the document that certifies the absence does not provide it, the employer may ask for the date the medical health professional first saw the employee for the illness or injury. The employer may not require disclosure of subsequent or scheduled medical appointments unless there is a legitimate need for such information.
- Subsequent to the first instance the employer may ask an employee to disclose additional medical information as reasonably required for a legitimate purpose, including to justify a continued longer than originally estimated absence, or for return to work accommodation purposes (generally not a first instance issue), for example. The longer the absence, the more disclosure of medical information may be required in what some of the cases refer to as the disclosure continuum. But the conservative least intrusive for the legitimate purpose test for disclosure remains the same.

The Principles Applied

23. The Grievor was a full-time employee of the Hospital in the Emergency Department at the Ouellette ("OUE") Campus, and a member of a bargaining unit of Registered Nurses represented by ONA.

24. The 1980 and 1992 HOODIPs form part of the collective agreement between the parties. Because the Grievor was hired in 2021, the 1992 HOODIP applies to the Grievor for collective agreement sick leave benefits purposes.

25. In order to claim 1992 HOODIP sick pay benefits, OUE employees are required to provide a completed Attending Physician/Practitioner's Statement ("APS") for absences from work of more than three (3) consecutive shifts, and otherwise as may be subsequently legitimately required. The APS used by the Hospital has been revised with ONA's input over the years, including as part of grievance resolutions in 2011 and 2016.

26. On November 14, 2023, the Grievor called the Hospital's Health Office to report that they were sick and would be absent for 2 weeks due to mental health illnesses they had experienced for years and for which they were seeing psychiatrist Dr. R. The Grievor had seen Dr. R on November 13, 2023. Dr. R provided the Grievor with a medical note that advised them to take 2 weeks of sick leave related to their ongoing mental illness. The Grievor gave this note to the Hospital.

27. The parties agree that Occupational Health Nurse Judy Szarka's November 14 charting of that call attached as Tab 4 to the Agreed Statement of Facts is accurate. In summary, the charting note records that the Grievor stated that they were suffering from anxiety and depression, that they had had this illness for years, that they were seeing Dr. R, and that they could not function in the workplace at that time.

28. Also on November 14, 2023, Ms. Szarka completed an Employer Referral Form ("ERF"). The ERF indicated that the Grievor was absent from work as of November 11, 2023.

29. In accordance with 1992 HOODIP requirements and long-standing (15 plus years) practice, the Hospital required an APS in the form ONA had agreed to for use as required for sick leave benefits purposes. Although ONA disagrees with the Hospital's use of the APS in this case, one had to be completed because the Grievor's absence would be for more than 3 consecutive shifts. Because the Hospital had experienced a cyberattack on October 23, 2023 and its email systems had been taken down as a protective measure the Hospital's Health Office was unable to email a blank APS form to the Grievor for completion by Dr. R.

30. ONA's first objection is that an APS was not required in the circumstances.

31. I am satisfied that the November 13, 2023 doctor's note was insufficient for 1992 HOODIP sick leave benefits purposes. Saying that an employee "is not feeling well" without more is insufficient to justify a then estimated 2-week absence. The note did not constitute medical certification sufficient for absence justification or sick leave benefits purposes.

32. The Hospital could have cobbled the note together with the Grievor's statements to Ms. Szarka, but it was not required to do so. A statement by an employee is patently not medical certification of illness or injury. Further, the parties agree that in order to obtain 1992 HOODIP sick pay benefits, OUE employees are required to provide a completed APS for absences from work of more than 3 consecutive shifts, which Dr. R estimated the Grievor's absence would be. That is, the APS was required by the collective agreement.

33. Another ONA objection to the APS is the Hospital failed to appropriately keep the Grievor in the communications loop or appropriately obtain the Grievor's specific informed consent. The Agreed Statement of Facts states that "the Hospital's evidence will be that" the Grievor requested or agreed to the Health Office faxing a blank APS to Dr. R's office rather than having to come to the Hospital to get the form, and then sending it on to Dr. R, whose office is in Toronto, pursuant to which the Hospital's Health Office faxed a blank APS form to Dr. R's office for completion. This curious phrasing in the Agreed Statement of Facts suggests that ONA does not agree with the Hospital's assertion, as does the immediate filing of the November 15, 2023 grievance presumably in response to the Hospital's request for the APS. But ONA does not

suggest a different scenario. I am satisfied that the Hospital did in fact obtain the Grievor's reasonably informed consent to having the APS faxed to Dr. R for completion without seeing or signing the blank APS in accordance with the evidence it asserts. Notwithstanding the grievance that immediately followed was resolved, there is no suggestion that the Grievor expressed any objection or even concern before the blank APS was faxed to Dr. R. Further, the fact that Dr. R completed and returned the APS to the Hospital suggests that Dr. R obtained the Grievor's consent to do so. In the absence of any suggestion much less evidence to the contrary, I am satisfied that as a psychiatrist Dr. R would not have done so without obtaining the Grievor's unambiguous consent.

34. Notwithstanding that the Grievor did not sign the Section B consent on the APS form, I find that on or about November 14, 2023 (the date shown on the fax header of the subsequently returned completed APS – Tab 6 to the Agreed Statement of Facts) the Grievor did in fact consent to the Hospital faxing the blank APS to Dr. R's office for completion.

35. Dr. R's office faxed the completed APS to the Hospital's Health Office on November 21, 2023. Dr. R indicated the Grievor's first date of total disability as being November 12, 2023, and that the Grievor now required a 4-week leave of absence from work (double the original estimate), which would have been to December 10, 2023, at which time the Grievor was to be reassessed.

36. The parties agree that on or about November 21, 2023, ONA advised the Hospital that it considered the November 15 grievance resolved on a without prejudice basis – the same day Dr. R returned the completed APS to the Hospital. Although the timeline is not clear, I consider it more likely than not that this was after the without prejudice resolution (more likely than not a simple without prejudice withdrawal of the grievance). If Ms. Gallagher Healy is still wondering, this without prejudice withdrawal was no impediment to the filing of the November 23, 2023 grievance. That is what "without prejudice" means.

37. The Grievor then provided the Hospital with a November 22, 2023 medical note addressed "To Whom it May concern" from a Nurse Practitioner at the Lakeshore Community Nurse Practitioner Led-Clinic. This note indicated that the Grievor was seen at the Clinic on November 22, 2023 (something apparently not previously revealed to the Hospital), was totally disabled on November 11, 2023 and "estimated" the Grievor would continue to be totally disabled "through to" December 4, 2023 on which date it cleared the Grievor to return to work. Receipt of the note was noted in the Hospital's occupational health file as "basic medical received".

38. The November 27, 2023 grievance followed. Why is not clear. There is no evidence that the Hospital requested the November 22 note. Perhaps it was a rehash of the complaint about the

APS the Hospital faxed the blank APS to Dr. R. But the “evidence” does not disclose why the grievance was filed.

39. On December 5, 2023, the Grievor called the Hospital’s Health Office and spoke with an Employee Health Nurse. The parties agree that the Hospital’s charted notes of the conversation attached to the Agreed Statement of Facts are accurate. The charted notes record that the Grievor advised they were reassessed on December 4, 2023, and that they were doing well and would return to work for the night shift that night.

40. Also on December 4, 2023, the Grievor’s Lakeshore Community Nurse Practitioner Led-Clinic Nurse Practitioner provided a completed Chronic Medical Condition Form to the Hospital’s Health Office. The Hospital’s Health Office accepted this form as documenting a chronic condition for purposes of the Hospital’s processes moving forward. The Grievor had not previously submitted a Chronic Medical Condition Form. There is no evidence that the Hospital requested this form, which in any event does no more than confirm what everyone already knew from a combination of the November 21 APS and the November 22 medical note; namely, that the Grievor suffers from a chronic mental health condition, but that they were “able to perform regular work” as of December 4, 2023. The apparent immediate purpose of the December 4 Chronic Medical Condition Form was to confirm that the Grievor was cleared to return to work as of that date. However, the Grievor did not actually return to work until December 7, 2023.

41. The parties agree that the Grievor’s was absent from work from November 11 to December 4, 2023 inclusive, and returned to work on December 7, 2023. Because this was the Grievor’s 8th absence in the calendar year the first 15 hours of their absence (i.e. 11.25 hours on November 11 and 3.75 hours of the November 12 absence) were unpaid. The remainder of the absence was fully paid under the 1992 HOODIP.

FINDINGS AND RESULT

42. To repeat in direct answer to the questions posed by the parties (paragraph 6, above):

- A. (1) (i) I am satisfied that the Hospital did not request excessive medical health information from the Grievor. I am satisfied that the Dr. R’s November 13, 2023 medical note was insufficient for absence and sick leave benefits purposes, and that although the Hospital could have relied on the Grievor’s statements to supplement that medical note it was not required to do so because an employee’s statements do not constitute medical certification information for 1992 HOODIP purposes. Further, the APS was specifically required by the collective agreement for sick leave benefits purposes.

(ii) I am satisfied that the Grievor did in fact consent to the Hospital sending the blank APS form to Dr. R by fax, and to the completion and return to the Hospital of the APS by Dr. R.

ONA's APS objections are dismissed.

- (2) (i) According to the Agreed Statement of Facts, the Chronic Medical Condition Form was provided after the November 27, 2023 grievance was filed. There is no evidence that anything with respect to it occurred before that grievance was filed. It is therefore a post-grievance issue. Post-grievance evidence is inadmissible unless it tends to shed light on the issues in dispute (per *Cie minière Québec Cartier v. Quebec (Grievances arbitrator)*, 1995 CanLII 113 (SCC), [1995] 2 SCR 1095). The evidence with respect to the Chronic Medical Condition Form does not tend to shed any such light. Any issue with respect to it is therefore not properly before me.

(ii) Second, although the Chronic Medical Condition Form asks for diagnosis and prognosis information that is not permitted in a first instance situation, at the time it was provided the situation was past the first instance, and is information that may reasonably be required for the purposes of chronic medical condition employment management.

(iii) Third, there is in any case no evidence that the Hospital asked that this form be completed. I am not prepared to infer that the Hospital asked for it when the parties have provided an Agreed Statement of Facts that does not speak to such a significant point. The Hospital cannot be held responsible if an employee provides something it did not ask for.

ONA's Chronic Medical Condition Form objections are dismissed.

- (B) I find that Dr. R's November 13, 2023 medical note was insufficient for 1992 HOODIP purposes, that the Hospital was entitled to not rely of the Grievor's statements for 1992 HOODIP purposes, and that not only was the Hospital's request for the APS reasonable, it was required by the collective agreement.

ONA's objections in that respect are dismissed.

- (C) On the evidence, I find that the Grievor was not kept out of the communications loop with Dr. R, and that in the circumstances the Hospital did nothing wrong by faxing the blank APS directly to Dr. R, which I am satisfied the Hospital did with the Grievor's knowledge and actual consent.

ONA's objection in that respect are dismissed.

- (D) On the evidence, Dr. R was not only the Grievor's specialist, but also the grievor's primary care provider with respect to the illness in issue. ONA does not suggest who the Hospital should have communicated with regarding the Grievor's absence if not Dr. R. It is in any case acceptable for an employer to communicate with a specialist in appropriate circumstances (with the employee's consent).

ONA's objection to the Hospital communicating directly with Dr. R is dismissed.

43. In the result the November 27, 2023 grievance is dismissed.

ISSUED IN BAYFIELD, ONTARIO THIS 9th DAY OF JUNE 2026.

George T. Surdykowski
George T. Surdykowski, Arbitrator